

CENTRAL CONSUMER PROTECTION AUTHORITY
Room No 365, Krishi Bhawan, New Delhi - 110001

F.No. CCPA/6/2026-CCPA [E-38890]

In the matter of: Meesho Pvt. Ltd. Misleading Advertisement and Unfair Trade Practice through Sale of Agro-Chemical Product, namely "Cyclosinone Herbicide".

CORAM:

Smt. Nidhi Khare, Chief Commissioner, CCPA
Shri Anupam Mishra, Commissioner, CCPA

Appearance of Ld. Legal Counsels on behalf of Meesho Pvt. Ltd.

Shri Saikrishna Rajagopal
Shri Manas Raghuvanshi
Shri. Sushain Sobti and
Ku. Mishthi Dubey
Smt. Prachi Buchar (Representative from the company)

Date: 05.10.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as CCPA) has been established under section 10 of the Consumer Protection Act 2019 to regulate matters relating to violation of rights of consumer, unfair trade practices, false and misleading advertisement which are prejudicial to the interest of public and consumers and to promote, protect and enforce the rights of consumer as a class.
2. The CCPA, in exercise of its statutory mandate under Section 18(1) of the Consumer Protection Act, 2019 (hereinafter referred to as Act), is entrusted with the function of preventing unfair trade practices and ensuring that no false or misleading advertisement is made in respect of any goods or services, and further to ensure that no advertisement of goods or services is issued in contravention of the provisions of the said Act or the rules and regulations framed thereunder.
3. It came to the notice of the CCPA vide letter dated 18.02.2026 received from the Department of Agriculture and Farmer Welfare (Plant Protection Division), Ministry of Agriculture and Farmers Welfare, Government of India, wherein it had forwarded a complaint dated 22.01.2026 submitted by the Crop Care Federation of India (CCFI) regarding the sale and advertisement of an unregistered herbicide, namely "Cyclosinone Herbicide" through e-commerce platforms and digital media platforms.

3.1. The aforesaid letter further stated that the unregistered herbicide, namely "Cyclosinone Herbicide" (impugned product hereinafter referred to as unregistered herbicide) is not included in the Schedule of Insecticides Act, 1968. Additionally, the letter stated that only those pesticides (insecticides, fungicides, herbicides, and rodenticide) which are duly registered with Central Insecticides Board and Registration Committee (CIB&RC) under the Insecticides Act, 1968 for the use in the country are allowed to be sold in the domestic market through authorized license holder only. Thus, the sale of such unregistered and illegally imported pesticides, pose serious risk to farmers, consumers and the environment.

4. Inter-alia, the complaint of Crop Care Federation of India (CCFI) further alleged that:

4.1. The sale of unregistered herbicide cyclosinone was available for sale through e-commerce platforms.

4.2. The retail package carries no information whatsoever about the product whether in compliance with the Rules of Insecticides Act, 1968.

4.3. The label claimed product as low-toxicity which is a self-certified claim. The e-commerce platform sell this pesticide as an eco-friendly pesticide.

4.4. That there is no herbicide / chemical registered officially anywhere in the world under the nomenclature "Cyclosinone".

5. Accordingly, on the basis of contents of the aforesaid Letter, the CCPA took cognizance of the matter and initiated a preliminary inquiry. CCPA examined various e-commerce platforms including that of the Meesho Pvt. Ltd.) (Herein after referred as Opposite Party) and, upon such analysis, found prima facie that the Opposite Party was advertising, listing, offering for sale, and selling the unregistered impugned product under the brand name "Cyclosinone Herbicide." The findings of the said preliminary inquiry stated that:

5.1. The objective of the Insecticides Act, 1968 is to regulate the import, manufacture, sale, transport, distribution and use of insecticides with a view to prevent risk to human beings or animals, and for matters connected therewith.

Accordingly Section 13 (1) of the Insecticides Act, 1968 stipulates that:

Any person desiring to manufacture or to sell, stock or exhibit for sale or distribute any insecticide [or to undertake commercial pest control operations with the use of any insecticide], may make an application to the licensing officer for the grant of a license.

Moreover, Section 17 (1) of the above mentioned Act states that:

No person shall, himself or by any person on his behalf, import or manufacture:

(a) any misbranded insecticide;

(b) any insecticide the sale, distribution or use of which is for the time being prohibited under section 27..

- 5.2. The Insecticides (Second Amendment) Rules, 2022 clearly stipulates under Rule 10(E) for Sale of Insecticides through e-commerce entity that:

A licensee, during the currency of license, may undertake sale of any insecticide through e-commerce entity for supply of insecticides to the door step of the farmers and the licensee shall comply with the provisions of the Act and the rules made there under for the time being in force:

Provided that the operators of e-commerce entity before engaging the licensee for sale of insecticide through online portal, shall verify the validity of the licence issued by the concerned Licensing Officer of the State.

Provided further that the operators of e-commerce entity and licensee shall comply with the provisions of the Consumer Protection (E-commerce) Rules, 2020 notified in the Gazette of India vide G.S.R No. 462(E) dated 23rd July, 2020 and further subsequent amendments (if any)."

- 5.3. Rule 5 (2) of Consumer Protection (E-Commerce) Rules 2020 stipulates liabilities of marketplace e-commerce platforms that:

Every marketplace e-commerce entity shall require sellers through an undertaking to ensure that descriptions, images, and other content pertaining to goods or services on their platform is accurate and corresponds directly with the appearance, nature, quality, purpose and other general features of such good or service.

- 5.4. Further it was observed that the label of the unregistered impugned product clearly claimed 5% formulation granules and low toxicity. Additionally, the Opposite Party made the following claims: **(Annexure: A)**

- i. Cyclosinone Herbicide Granules 5% Active Ingredient – Low Toxicity Weed Killer for Crops

From the perusal of the Preliminary Inquiry Report it was clear that the said unregistered impugned product was being offered for sale without disclosing active ingredient, its precise chemical identity, any verifiable license number with its validity and mandatory disclosures regarding it hazardous or the basis of above claims such as "Low Toxicity Weed Killer for Crops" etc. and if any Principal Authorization Certificate was obtained for sale or not.

Thus, it appeared that the misleading claims made by the Opposite Party could deceive consumers into believing that the impugned product is in compliance with the laws made for the time being in force, however, which was not the case.

6. Considering the above findings of the preliminary inquiry report, a Notice dated 20.03.2026 was issued to the Opposite Party to submit response within 15 days along with necessary supporting documents regarding whether the Opposite Party has verified the statutory compliance of the said product with respect to disclosure of the active ingredient and its precise chemical identity in the advertisements and product listings, as required under applicable laws and regulatory standards. Whether the Opposite Party has any mechanism in place to scrutinize and prevent listing, hosting, advertisement and sale of impugned product in the absence of statutory compliance without ensuring the seller's requisite license / authorization. Further, whether the requisite due diligence under the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020 were duly undertaken and implemented.

7. In response to the above Notice, the Opposite Party vide email dated 03.04.2026 submitted that:

- 7.1. This is not a case of a license being unverified, it is a case of a wholly fictitious product name with no lawful existence under any regulatory framework. The "product" was a brazen fraud perpetrated by a scam seller. The fraudulent seller operated through various domains to evade detection and was already under investigation by the Cyber Cell.
- 7.2. The Opposite Party platform was deliberately misused by this dishonest seller to deceive both consumers and the marketplace. No platform-level due diligence, however robust, can detect a fraudulent listing where a seller invents a fictitious trade name for a wholly non-existent chemical compound and then dispatches an entirely unrelated product. Meesho had no means of knowing, from the product listing alone, that a scam was being perpetrated.
- 7.3. The Opposite Party operates as a pure marketplace model and does not own or hold any inventory. Moreover, its function is strictly limited to providing a technology platform for third-party sellers to list and sell their products. It neither initiate any transmission, sellers independently upload product listings; nor does it select receivers, consumers independently browse and purchase. Inter-alia, it does not select or modify seller-provided information about products and it observes due diligence through robust seller compliance mechanisms.
- 7.4. The Opposite Party has fully complied with the due diligence requirements under Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, including informing sellers, through its Supplier Agreement, Seller Undertakings, and platform policies, not to upload or share any unlawful or non-compliant product listings, undertaking reasonable and proportionate efforts to prevent hosting of prohibited products, expeditiously removing or disabling access to listings upon receipt of actual knowledge; and maintaining an effective grievance redressal mechanism enabling users and authorities to report non-compliant content. These contractual instruments impose clear legal obligations on sellers to list only legally compliant products and to hold all necessary licenses, registrations, and approvals.

- 7.5. Rule 10E of Insecticides (Second Amendment) Rules, 2022 verification obligation is impossible in the present facts. The Rule requires verification of a license "issued by the concerned Licensing Officer of the State." Where no such license has been, or can be, issued, because the product itself is unregistered, the verification obligation cannot be triggered. An obligation that is incapable of performance by reason of the subject matter not existing cannot be construed as a legal obligation on the Opposite Party.
- 7.6. Section 2(28) defines "misleading advertisement" in the context of representations made by a manufacturer, seller, or service provider about their own goods or services. The Opposite Party is none of these in relation to the Product. Section 2(47) defines "unfair trade practice" to include a representation made by a trader or service provider. It made no representation about the Product. All product descriptions/omissions in the impugned listing were authored solely by the third-party seller. The Opposite Party had no involvement in drafting or reviewing this content. Marketplace listings created by independent sellers cannot be equated with advertisements issued by Opposite Party. The Opposite Party upon receipt of this Notice, immediately delisted the Cyclosinone Herbicide product(s) from its platform.
8. The reply submitted by the Opposite Party was examined by the CCPA and based on it CCPA was satisfied that there exists a prima-facie case of violation of consumer rights, misleading advertisement and unfair trade practice which lead to the necessity of further scrutiny.
9. Thereafter, CCPA, vide letter dated 13.05.2026 forwarded the matter to DG (Investigation) for detailed investigation.
10. The Opposite Party vide letter dated 29.05.2026 submitted the following to the DG Investigation wing:
- 10.1. "Cyclosinone" does not exist as a registered compound anywhere in the world. The compound does not appear in the Schedule to the Insecticides Act, 1968, nor in the list of registered pesticide formulations published by CIB &RC
- 10.2. It has conducted an internal review of its platform records and the details of the initial listing date and the duration for which the product remained available (both active and inactive) on the platform.
- 10.3. The fraudulent seller operated through various domains to evade detection and was already under investigation by Cyber Cell.
- 10.4. The total number of listings, comprising both active and inactive listings from January 2024 and continuing up to the date hereof, has been compiled by the Opposite Party. As evidenced by the annexures furnished by the Opposite Party, contains 282 sellers with a total of 3,537 listings, which were made available from 19.07.2025 to 23.03.2026. During the aforesaid period, a total of 93,151 units of the impugned product were sold through the said Online Marketplace.

10.5.The Opposite Party do have licenses or authorizations submitted by sellers, since, as set out above, cyclosinone is not a license pesticide and therefore does not entail any licensing/registration for the same.

11. After detailed investigation, the Investigation report dated 27.07.2026 was received from DG (Investigation) wherein the following were submitted:

11.1.It was observed that the Opposite Party continued to host and facilitate the sale of impugned product on its platform up to the date of this Investigation Report without ensuring compliance with mandatory regulatory safeguards applicable to the sale of such regulated substance. The impugned listings neither disclose its active ingredient, nor its precise chemical identity, or any verifiable license number with its validity or mandatory disclosures regarding it hazardous or the basis of above claims and if any Principal Authorization Certificate is obtained or not.

11.2.The omission to disclose aforesaid material information specifically regarding statutory licensing requirements, its active ingredient and its precise chemical identity deprive consumers of essential information required to make informed purchasing decisions and exposes them to legal and safety risks.

11.3.It was further observed that, the Opposite Party, subsequent to the issuance of the Show Cause Notice (SCN), conducted a platform check and delisted all identified listings (3,537 products) of "Cyclosinone" Herbicide from its platform. However, such post-facto corrective action does not absolve it of its liability for the period during which the product remained for sale and was actively facilitated through its platform. Further, it is observed that listing of the said product continues to be available on the platform even as on date, which clearly demonstrates the lack of an effective platform-check mechanism and continuous monitoring by the company over the products listed on its platform.

11.4.During the investigation, comments were sought from the "Department of Agriculture & Farmers Welfare, Plant Protection Division, Ministry of Agriculture & Farmers Welfare" regarding the legal status of the impugned product marketed as "Cyclosinone Herbicide." The department, inter alia, vide letter dated 02.06.2026 stated as follows:

- i. Insecticides/pesticides are inherently toxic in nature as they are designed to develop to kill or combat the insects, diseases and weeds, hence its import, manufacture, sale, transport, distribution and use are regulated under the Insecticide Act, 1968 and Insecticides Rules, 1971 with a view to prevent risk to human being or animals and matters connected therewith.
- ii. There is no chemical as "Cyclosinone" included in the Schedule to the Insecticides Act, 1968. However, the product "Cyclosinone" claimed to be "Herbicide" is being sold through e-portals without disclosing chemical name of its active ingredient and composition.

- iii. The statement of the Opposite Party that "Cyclosinone" does not exist as a registered compound is legally untenable. The product "Cyclosinone" is being actively marketed and sold via e-portals platform with explicit claims of being an "Herbicide" falls squarely within this functional clarification. Hence, it is currently being marketed illegally because it bypasses the mandatory safety, bio-efficacy, quality and legal checks required under the Insecticides Act, 1968.
- 11.5.** The Investigation report further stated that the Opposite Party does not undertake any independent verification to ascertain whether sellers are complying with the mandatory legal requirements, such as the need for any licenses or other regulatory approvals, wherever applicable. Instead, the company relies primarily upon the information furnished by sellers under the "Meesho's Supplier Agreement and Platform Policies". However, sellers may submit false or incomplete declarations in order to list their products. Therefore, relying only on self-declaration is inadequate. It reflects gross negligence and deficiencies in the Opposite Party's seller onboarding procedures, product verification and content moderation mechanisms.
- 11.6.** The Seller Agreement furnished by the company provides that, in consideration of permitting sellers to list and sell products on the application, Meesho charges the sellers a Service Fee, including marketing and logistics charges, and collects payments on behalf of the sellers as a marketplace facilitator. These contractual terms indicate that the company derives commercial revenue from facilitating the sale of products, including the impugned product, albeit indirectly through service-related charges rather than by directly selling the product. In such circumstances, the company cannot completely shift entire responsibility onto the sellers by solely relying on the Opposite Party's Policies and contractual agreements" clause that places liability for non-compliance on the sellers. Permitting products to be listed without adequate scrutiny while simultaneously generating revenue from listing-related services raises serious concerns regarding compliance and accountability.
- 11.7.** The company's reliance on its status as an intermediary is not sufficient to avoid responsibility. As a marketplace e-commerce entity facilitating transactions between buyers and sellers, the company is required to exercise reasonable due diligence and oversight over listings hosted on its platform.
- 11.8.** Although third-party sellers are contractually obligated to ensure compliance, the platform by virtue of hosting and benefiting from such listings, retains a corresponding responsibility to ensure that prohibited or noncompliant products are not allowed to be listed or sold. The duty of due diligence cannot be contractually waived.
- 11.9.** Henceforth, a case relating to the violation of consumer rights and misleading advertisement under the Consumer Protection Act, 2019 is established.

12. In view of the findings in the DG (Investigation) Report, the CCPA vide letter dated 31.07.2026 shared the investigation report with the Opposite Party to furnish their comments, if any. Thereafter, a hearing was scheduled on 18.08.2026.

13. The Opposite Party vide letter dated 11.08.2026 submitted its following comments on the DG Investigation Report:

13.1. Neither the Investigation Report nor the material relied upon therein identifies the actual active ingredient or chemical composition of the Impugned Product or otherwise establishes that it contains any scheduled or notified substance.

13.2. The Opposite Party has conducted a platform check of listings pertaining to the Impugned Product, delisted all identified listings comprising 3,537 products and further initiated a review of the relevant seller's account so as to take appropriate action against such seller in accordance with its policies, including suspension and permanent listing.

13.3. The jurisdiction conferred upon the Authority is directed towards the protection of consumer rights and the prevention of unfair trade practices and misleading advertisements. It does not extend to assuming the statutory functions entrusted under a specialised enactment to the authorities constituted or designated thereunder, or to conclusively adjudicating whether the substantive provisions of such enactment have been contravened.

13.4. The Authority could thereafter have examined, within the confines of the Consumer Protection Act, whether such determination disclosed any conduct attributable to Our Client constituting a violation thereunder. The procurement of comments during the course of the investigation could not substitute this statutory sequence where the adverse conclusions ultimately recorded against Our Client depended upon matters entrusted to a specialised regulatory framework.

13.5. In *Shreya Singhal v. Union of India* [(2015) 5 SCC 1], the Hon'ble Supreme Court read down Section 79(3)(b) of the IT Act to hold that such "actual knowledge" must be through the medium of a court order or upon notification by the appropriate Government or its agency.

13.6. Courts have recognised that intermediaries, such as Opposite Party, are neither obligated to, nor possessed of the necessary prowess to, suo motu identify potentially unlawful content, verify the genuineness of third-party listings, or police their e-commerce marketplaces as regarded by the Hon'ble High Court of Delhi, in *Kent RO Systems Ltd. v. Amit Kotak* [2017 SCC Online Del 7201].

13.7. The prior availability of seller-created listings therefore could not retrospectively be converted into an independent contravention attributable to Our Client merely because it subsequently implemented additional measures.

14. During the hearing held on 31.08.2026, Ld. Counsels Shri Saikrishna Rajagopal, Shri Manas Raghuvanshi, Shri. Sushain Sobti, Ku. Mishthi Dubey and representative of the Opposite Party Smt. Prachi Buchar, appeared and submitted the following:

14.1. That the opposite party conducted a data audit, based on search word based audit. Subsequently, it delisted 3554 listings. Inter-alia, a manual audit of the platform was also conducted.

14.2. That the Impugned Product did not fall within the definition of an "insecticide" contemplated under Section 3(e) of the Insecticides Act, 1968, as the said product is not a substance specified in the Schedule to the Insecticides Act.

14.3. The Opposite Party does not manufacture the products, nor does it originate the product-specific representations, descriptions, declarations or claims furnished by the sellers in relation to their respective products. The mere hosting or facilitation of such seller-generated listings, therefore, in the absence of a specific statutory duty to independently ascertain information which has not been disclosed, be construed as an independent representation or adoption of the contents of such listings by the Opposite Party.

14.4. It was emphasised that listings were made by more than one seller, however, the amount of sale could not be informed at this stage.

14.5. A request was made during the hearing that if required, the Opposite Party may submit the said data, along with other relevant data as deemed fit within a period of 7 days.

15. The CCPA, after careful consideration of the relevant provisions observes that –

15.1. In terms of Section 3(e) of the Insecticides Act, 1968, the expression "insecticide" includes:

- (i) *any substance specified in the Schedule to the Act;*
- (ii) *such other substances, including fungicides and weedicides, as the Central Government may, after consultation with the Central Insecticides Board, by notification in the Official Gazette, include in the Schedule from time to time; and*
- (iii) *any preparation containing one or more of such substances.*

15.2. Section 27(1) of the Insecticides Act, 1968 stipulates for Prohibition of sale, etc., of insecticides for reasons of public safety.—

*(1) If, on receipt of a report under section 26 or otherwise, the Central Government or the State Government is of opinion for reasons to be recorded in writing, that the use of any insecticide specified in ^{3***} clause (e) of section 3 or any specific batch thereof is likely to involve such risk to human beings or animals as to render it expedient or necessary to take immediate action.....*

15.3.Section 18 of the Insecticides Act, 1968 stipulates Prohibition of sale, etc., of certain insecticides:

(1)*No person shall, himself or by any person on his behalf, sell, stock or exhibit for sale, distribute, [transport, use, or cause to be used] by any worker:*

(a) any insecticide which is not registered under this Act;

(b) any insecticide, the sale, distribution or use of which is for the time being prohibited under section 27;

(c) any insecticide in contravention of any other provision of this Act or of any rule made thereunder.

(2) *No person shall, himself or by any person on his behalf, sell, stock or exhibit for sale or distribute [or use for commercial pest control operations] any insecticide except under, and in accordance with the conditions of, a licence issued for such purpose under this Act.*

15.4.The Insecticides (Second Amendment) Rules, 2022 clearly stipulates under Rule 10(E) for Sale of Insecticides through e-commerce entity that:

A licensee, during the currency of license, may undertake sale of any insecticide through e-commerce entity for supply of insecticides to the door step of the farmers and the licensee shall comply with the provisions of the Act and the rules made there under for the time being in force:

Provided that the operators of e-commerce entity before engaging the licensee for sale of insecticide through online portal, shall verify the validity of the licence issued by the concerned Licensing Officer of the State.

Provided further that the operators of e-commerce entity and licensee shall comply with the provisions of the Consumer Protection (E-commerce) Rules, 2020 notified in the Gazette of India vide G.S.R No. 462(E) dated 23rd July, 2020 and further subsequent amendments (if any)

15.5.Section 2(1) of the Consumer protection Act, 2019 defines:

(1) *"advertisement" means any audio or visual publicity, representation, endorsement or pronouncement made by means of light, sound, smoke, gas, print, electronic media, internet or website and includes any notice, circular, label, wrapper, invoice or such other documents.*

15.6.Section- 2(28) of the Consumer protection Act, 2019 defines "misleading advertisement" in relation to any product or service to mean an advertisement:

i) falsely describes such product or service; or

- ii) *gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or*
- iii) *conveys an express or implied representation which, if made by the manufacturer or seller thereof, would constitute an unfair trade practice; or*
- iv) *deliberately conceals important information.*

15.7.Section 2 (47) of the Act defines 'unfair trade practice' as to the practice when *for the objective of promoting the use or supply of any service, any person, adopts unfair or deceptive practice inter-alia any statement, whether orally or in writing or by visible representation including by means of electronic record which falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model [(Section 2(47) (b)) or represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have [(Section 2(47) (d))].*

15.8.Inter alia, the Guidelines for Prevention of Misleading Advertisement and Endorsement of Misleading Advertisement, 2022 stipulates under para 12 (d) that an advertisement shall not contain statements or visual presentations which directly, or by implication, or by omission, or by ambiguity, or by exaggeration are likely to mislead consumers about the product advertised, or the advertiser, or about any other product or advertiser.

16.From a bare reading of the above provisions of the Act, it is clear that any advertisement should:

- 16.1.**contain truthful & honest representation of facts and shall not falsely describe products,
- 16.2.**An advertisement shall be considered to be valid and not misleading, if it does not mislead consumers by exaggerating the accuracy, scientific validity or practical usefulness or capability or performance or service of the ... product.
- 16.3.**The definition of advertisement under the Consumer Protection Act, 2019 is wide and technology-neutral and expressly extends to publicity or representation made through "electronic media, internet or website," without confining the term to conventional print or broadcast media.
- 16.4.**Rule 10E of the Insecticides (Second Amendment) Rules, 2022 published vide notification number G.S.R. 670 (E), came into effect from the 24.11.2022 specifically to regulate the online sale of insecticides and requires the e-commerce entity to verify the validity of the licence of the concerned licensee. Where a product is expressly represented and marketed as a herbicide, the platform cannot adopt a wholly passive approach and disclaim responsibility on the ground that the product was not independently identified by it as falling within the Schedule.

17. Based on the written and oral submissions made by the Opposite Party, CCPA noted that:
- 17.1. The Opposite Party's attempt to distance itself from the Impugned Product by describing itself as a mere marketplace intermediary and the product was fraudulently listed by one brazen seller is untenable. Since it owns, manages, and operates the Online Marketplace through which it facilitated listing, hosting, advertising and selling of that unregistered impugned product by a clear claim of Cyclosinone Herbicide. The Opposite Party cannot disclaim responsibility for unlawful or misleading products made available to consumers on its platform. The fact that the actual seller is a third party does not, by itself, absolve the platform of its statutory consumer-protection mandate. A platform cannot profit from the transaction while simultaneously disclaiming every corresponding responsibility.
- 17.2. The present proceedings concern the Opposite Party's independent obligations in its capacity as an Online Marketplace, and not obligations attaching to it as a manufacturer. Once the platform facilitates the advertising, listing, hosting, offering for sale, and selling the unregistered impugned product represented as an herbicide, the statutory duties applicable to the platform cannot be avoided.
- 17.3. The Opposite Party's reliance on the intermediary liability exemption under Section 79 of the Information Technology Act, 2000, on *Shreya Singhal v. Union of India*, (2015) 5 SCC 1 and on the comparative absence of a provision similar to Rule 10E of the Insecticides Rules, 1971, is misplaced as the judgment in *Shreya Singhal* was rendered in the context of remove or disable access to unlawful content with regard to far-reaching questions relatable primarily to the fundamental right of free speech and expression guaranteed by Article 19(1)(a) of the Constitution of India.
- i. The proposition regarding 'actual knowledge' standard in *Shreya Singhal v. Union of India*, (2015) 5 SCC 1 governs an intermediary's obligation to take down specific content upon notification; it can neither be read as prohibiting all forms of due diligence, compliance measures, or reasonable regulatory obligations upon digital platforms. Neither it was on the comparative absence of a provision similar to Rule 10E of the Insecticides Rules, 1971 and nor the judgment created a blanket exemption from obligations imposed by valid legislation enacted to protect consumers and prevent unfair or deceptive commercial practices though to exercise due diligence to ensure that unlawful information, including the listing of goods whose sale is restricted or prohibited under applicable law, is not advertised, listed, offered for sale on its platform.
 - ii. Inter-alia, it cannot be read as a legislative intention to exempt e-commerce platforms dealing in unregistered substances from the general due-diligence obligations that independently arise under Rule 3(1)(b) of the IT Rules, 2021 and Rules 4(3) and 5 of the Consumer Protection (E-Commerce) Rules, 2020, and other validly notified and gazetted law, such as Insecticides

(Second Amendment) Rules, 2022 published vide notification number G.S.R. 670 (E), is presumed to be known to all persons governed by it and the opposite party's own admission, at the hearing, that it undertakes no verification whatsoever of a seller's licence leaving this entirely to the seller and buyer demonstrates that no meaningful due diligence was, in fact, applied to listings of these substances at any stage prior to the Notice.

- 17.4.** The reliance placed on *Kent RO Systems Ltd. v. Amit Kotak*, 2017 SCC OnLine Del 7201, is misplaced. The observations relied upon by the Opposite Party were made in the context of intermediary liability for alleged infringement of intellectual property rights and the question whether an intermediary could be required to adjudicate competing claims of infringement before hosting third-party content. The said judgment does not lay down any general principle granting e-commerce platforms immunity from obligations arising under an independent consumer protection statute.
- 17.5.** The issue is not whether the Opposite Party was required to determine the chemical classification of the product, but whether a product expressly marketed, listed, advertised and offered for sale as an "herbicide" in the absence of its active ingredients, chemical identity could be placed before consumers without the requisite regulatory scrutiny. The Opposite Party could have carried due diligence before allowing the advertising, listing, offering for sale, and selling any unregistered impugned product claiming it to be a herbicide. The relevant question is not who authored the description, but whether the platform which had adequate mechanisms to identify products represented as herbicide, ensured safeguards for the consumers as required under the Insecticides (Second Amendment) Rules, 2022 and Consumer Protection Act, 2019.
- 17.6.** The Opposite Party has nowhere disputed that the unregistered impugned product was not an herbicide and, therefore, did not require to be regulated. Thus, where the impugned product was being advertised, listed, hosted and sold as an "Herbicide", it was incumbent upon the Opposite Party to have put due diligence and to ensure compliance with the mandatory requirements prescribed under Section 10(E) of the Insecticides (Second Amendment) Rules, 2022.
- 17.7.** The CCPA during the hearing dated 31.08.2026, displayed and read the following relevant provisions of law as mentioned in para 5 and 15 above so as to remove the interpretative ambiguity. Based on which the statutory intent was made clear that, where the prescribed statutory conditions are satisfied with respect to the likelihood of risk arising from the use of any insecticide or any specific batch thereof, the law contemplates the taking of immediate action where such action is considered expedient or necessary.
- 17.8.** The import, manufacture, sale, transport, distribution and use of insecticides (which includes fungicides & weedicides i.e. herbicides) is regulated with the view to prevent risk to human beings or animals. The impugned product which was labelled as "*Cyclosinone Herbicide Granules 5% Active Ingredient – Low*

Toxicity Weed Killer for Crops", was listed without disclosing chemical name of its active ingredients and composition. The contention of the Opposite Party that the fraudulent seller operated through multiple domains to evade detection and was already under investigation by the Cyber Cell is untenable. If the sellers were indeed under investigation, the same, rather than exonerating the Opposite Party, emphasize its failure to exercise requisite due diligence, scrutiny and monitoring in onboarding and permitting the sellers to sell unregistered impugned product on its platform without any license. Thus, the Opposite Party cannot evade its own obligations by attributing the entire misconduct to the sellers.

- 17.9.** Further, the product was prominently pictured and expressly described in the listing as "Cyclosinone Herbicide", thereby leaving no ambiguity as to its nature. Consequently, under the Insecticides (Second Amendment) Rules, 2022, the Opposite Party, as the operator of an e-commerce entity, should have verified the validity of the license issued by the concerned State Licensing Officer before engaging the licensee for online sale of the insecticide. The alleged use of multiple domains or pendency of a Cyber Cell investigation could not, in any manner, absolve the Opposite Party of its independent statutory obligation of verification and due diligence. Its attempt to shift responsibility entirely upon the seller is, therefore, unsustainable and cannot constitute a defence to its own statutory and regulatory lapses.
- 17.10.** The Opposite Party's emphasis that its platform was misused by the seller cannot absolve it of its independent obligation to exercise due diligence and implement adequate safeguards to prevent unlawful and misleading listings. The plea that no platform-level diligence could have detected the fraud is equally untenable, particularly where the product was expressly listed and represented as a herbicide. Opposite Party, being the operator of the e-commerce platform through which the product was offered for sale, cannot evade its statutory and regulatory obligations by attributing the entire misconduct to the seller or by asserting that it lacked knowledge of the fraudulent conduct. The seller's modus operandi cannot, by itself, constitute a defense to the platform's failure to undertake the verification and disclosure of important information mandated under the applicable regulatory framework.
- 17.11.** The absence of identification of the active ingredient or chemical composition of the Impugned Product exonerate the Opposite Party or negate the regulatory contravention. The Opposite Party cannot seek to derive any advantage from the very absence of information which was incumbent upon it, in discharge of its statutory and due-diligence obligations, to verify and ascertain before permitting the Impugned Product to be offered for sale on its platform. The burden cannot be shifted onto the investigating authority by contending that the Investigation Report does not establish what the Opposite Party itself failed to verify. In any event, the relevant issue is whether the Opposite Party discharged its independent statutory obligation of due diligence prior to facilitating the sale of the Impugned Product, and not whether the Investigation Report independently establishes its precise chemical composition.

17.12. The underlying object of consumer protection legislation is to empower consumers by ensuring access to complete, accurate, and truthful information, thereby enabling them to make informed choices about safe products. In furtherance of this objective, with the enactment of the Consumer Protection Act, 2019, the traditional doctrine of *caveat emptor* has undergone a marked transformation, giving rise to the principle of *caveat venditor*.

18. It is imperative to mention that statutory provisions mandate due diligence to be carried out for offering sale of goods and services and violating the same, amounts to misleading advertisement and unfair trade practice. In the present matter after consideration of the submissions made by the Opposite Party and findings recorded in the DG Investigation Report, the CCPA finds that:

18.1. The impugned product was advertised, hosted, listed and offered for sale on the Online Marketplace as a "*Cyclosinone Herbicide Granules 5% Active Ingredient – Low Toxicity Weed Killer for Crops*", without disclosure of its active ingredient, precise chemical identity, requisite regulatory credentials, license particulars, or other material information necessary for consumers to assess its legality, scientific validity, safety and efficacy.

18.2. The above claims made in the impugned listings, were material claims capable of influencing a consumer's purchasing decision. In the absence of adequate substantiation and disclosure of the composition and regulatory status of the unregistered impugned product, such representations mislead consumers as to the nature, characteristics, safety, quality and efficacy of the product and, therefore, constitute a misleading advertisement within the meaning of Section 2(28) of the Consumer Protection Act, 2019.

18.3. The submissions of opposite party further established that 282 sellers with total listings of 3,537 were made available on its platform from 19.07.2025 to 23.03.2026 during which 93,151 units of the impugned product were sold through the Online Marketplace, and that the Opposite Party did not undertake requisite verification of the regulatory credentials of the impugned product or of the sellers. It further demonstrates, from the scale of the listings and sale of the impugned product for a long time, the necessity of CCPA in exercising its statutory jurisdiction under the Consumer Protection Act, 2019.

18.4. The Opposite Party's platform cannot, by any stretch of interpretation, be characterized as being operated "for any public good" or in the nature of a public utility. On the contrary, the platform is operated as a commercial enterprise for the direct and substantial pecuniary benefit of the Opposite Party, which derives revenue from the engagement, participation, listings, and related activities facilitated through the platform. This commercial character is further unequivocally borne out by the information available on the Opposite Party's own website concerning its fee structure. **(Annexure: B)**

- 18.5.** The Ministry of Agriculture and Farmers Welfare has categorically stated that no chemical under the nomenclature "Cyclosinone" is included in the Schedule to the Insecticides Act, 1968. The insecticides / pesticides are inherently toxic in nature as they are designed to combat the insects, diseases and weeds, hence its manufacturing, sale, transport, distribution and use are regulated under the law with a view to prevent risk to human beings and animals. Further, prior to giving registration to any insecticides for use in the country, various attributes are verified in detail relating to its chemistry, toxicity, bio-efficacy, and packaging claims. The unregistered impugned product was being marketed via e-commerce platforms including that of the Opposite party which explicitly claimed being an "Herbicide" and was sold illegally because it bypassed the mandatory safety, bio efficacy, quality, legal checks required under the insecticides Act, 1968.
- 18.6.** The Registration Committee (R.C.) constituted under Section 5 of the Insecticides Act, 1968, clearly states that R.C. registers insecticides after scrutinizing formula, verify claims of efficacy and safety to human beings and animals, specifying the precautions against poisoning and performing any functions incidental to these matters. Therefore, the Opposite Party permitted and facilitated the listing, hosting, advertisement, and sale of hazardous substances with misleading claims that are subject to mandatory registration, licensing, verification, and other regulatory requirements. Indeed, Section 2(9) recognizes, inter alia, the consumer's right to be protected against the marketing of products which are hazardous to life and property. Hence, by enabling access to such sensitive and potentially hazardous materials without ensuring adequate regulatory disclosures, authentication, verification, and consumer safeguards, the Opposite Party materially violated Section 2(1) of the Consumer Protection Act, 2019 and facilitated access to regulated substances in circumstances giving rise to serious and foreseeable risks to the safety of consumers as a class.
- 18.7.** The CCPA has clarified that enforcement, licensing, and penal consequences under the Insecticides Act, 1968 and the rules framed thereunder fall within the jurisdiction of the competent statutory authorities, and that the present proceedings do not adjudicate or determine criminal liability under the said enactment. However, the said statutory framework read conjointly and in their proper context with the Consumer Protection Act, 2019 and the rules framed thereunder is directly germane to the present proceedings, as it establishes that the Opposite Party has falsely described unregistered impugned product such as "*Cyclosinone Herbicide Granules 5% Active Ingredient – Low Toxicity Weed Killer for Crops*" and while, at the same time, deliberately concealed important information including its active ingredients, chemical identity and registration and license particulars. Thus, it squarely falls within the ambit of Section 2(1), Section 2(9), Section 2(28), Section 2(47) of the Consumer Protection Act, 2019, read with Rules 4(3) and 5 of the Consumer Protection (E-Commerce) Rules, 2020.

- 18.8.** The Opposite Party's attempt to characterize the proceedings as an effort by the CCPA to become a "sectorial regulator" is therefore a false equivalence. The CCPA is not assuming regulatory jurisdiction over the manufacture, composition or scientific properties of the product. It is examining the conduct of an e-commerce entity insofar as violation of consumer rights, misleading advertisements and unfair trade practices are concerned, i.e, matters which fall squarely within its statutory mandate
- 18.9.** Insecticides, including herbicides, may lawfully be offered for sale only by a person or entity holding a valid license as required under the applicable law. Accordingly, e-commerce entities, prior to listing, hosting, advertising, facilitating, or otherwise offering for sale any hazardous chemical products purportedly represented as "herbicides," including products described as "*Cyclosinone Herbicide Granules 5% Active Ingredient – Low Toxicity Weed Killer for Crops*", ought to have undertaken due diligence to verify the validity, authenticity of the requisite license of the seller including the active ingredient, precise chemical identity, requisite regulatory credentials of the impugned products. Such due diligence is necessary to safeguard consumers from potentially hazardous products.
- 18.10.** Courts have, in analogous contexts, taken a strict view of the online availability of substances whose sale is subject to licensing or regulatory control, where adequate verification safeguards are absent. The Delhi High Court, in *Dr. Zaheer Ahmed v. Union of India & Ors.*, W.P. (C) 11711/2018, by an interim order dated 12th December, 2018 (Division Bench of Chief Justice Rajendra Menon and Justice V. Kameswar Rao), restrained the sale of drugs online without a valid licence, taking note of the risk posed by unregulated and unverified access to substances requiring licensed sale. While those proceedings concerned pharmaceutical products, the underlying rationale that the mere convenience of online access cannot be permitted to dilute the licensing and verification safeguards that apply to the sale of a regulated substance in the physical marketplace applies with equal, if not greater, force to insecticides substances such as unregistered impugned product, having regard to the gravity and more immediate risk to soil, human beings and animals.
- 18.11.** The fact that the Opposite Party operates as a marketplace-based e-commerce model does not confer upon it any blanket immunity from the obligations expressly cast upon a "marketplace e-commerce entity" under the Consumer Protection (E-Commerce) Rules, 2020 ("E-Commerce Rules"). The very definition of a "marketplace e-commerce entity" under Rule 3 (1) (g) contemplates an entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers. The Rules thereafter specifically prescribe independent duties and liabilities of such marketplace entities. The statutory scheme therefore makes a clear distinction between the role of the seller as the person offering the goods for sale and the independent obligations imposed upon the marketplace through which such transaction is facilitated.

- 18.12.** The Opposite Party cannot simultaneously invoke its status as a marketplace e-commerce entity for the purposes of conducting its business and disown the corresponding statutory obligations imposed upon such entities for the protection of consumers. The proceedings before the CCPA, concern the Opposite Party's conduct and obligations as an e-commerce entity facilitating the advertisement and sale of the impugned product to consumers, and not any liability arising from manufacture of the product. The defence of "mere intermediary" cannot be permitted to operate as a jurisdictional shield against an express statutory regime enacted specifically to regulate e-commerce entities and prevent unfair trade practices on digital marketplaces. Therefore, the Opposite Party failed to exercise adequate due diligence and safeguards commensurate with the nature of the unregistered impugned product represented to consumers as an herbicide.
- 18.13.** The Delhi High Court, in *Christian Louboutin SAS v. Nakul Bajaj & Ors.*, 2018 SCC OnLine Del 12215, examining the liability of an e-commerce platform claiming intermediary status, held that an online marketplace ceases to be a passive intermediary and becomes an active participant where it renders services beyond mere hosting including charging of fees, actively promoting sellers' listings and offering verification or authentication services that lend credibility to a seller in the eyes of a buyer and that such active participation disentitles the platform to safe-harbour protection under Section 79 of the Information Technology Act, 2000. This principle applies with full force to the facts of the present case and was accordingly examined in the present matter.
- 18.14.** The submission that the Opposite Party merely displays information entered by sellers and therefore bears no responsibility for such information ignores the express language of the E-Commerce Rules. Rule 5(2) clearly states that the marketplace has to obtain an undertaking regarding the accuracy of descriptions, images and other content relating to goods or services displayed on its platform. The statutory architecture is therefore not premised upon the proposition that a marketplace may simply reproduce whatever information is uploaded by sellers, even if it fraudulently listed "*Cyclosinone Herbicide*", a regulated product, and thereafter disclaim all responsibility.
- 18.15.** Reliance placed upon the Meesho Seller Agreement is misplaced. A contractual arrangement between the Opposite Party and third-party sellers cannot dilute, transfer, or contract out of statutory obligations imposed for the protection of consumers. The existence of contractual assurances from sellers merely demonstrates that the Opposite Party was aware of the need for legal compliance, it does not establish that the Opposite Party actually exercised effective diligence to prevent non-compliant unregistered impugned products from being sold to consumers through its platform.
- 18.16.** A contractual arrangement between a marketplace and its sellers cannot override, dilute or contract out of statutory obligations imposed by Parliament or delegated legislation for protection of consumers. The statutory requirement of obtaining a seller undertaking itself demonstrates that the marketplace has a

compliance obligation; it is not sufficient for the marketplace to merely assert that responsibility rests contractually upon the seller. Moreover, Rule 4(3) of the Consumer Protection (E-Commerce) Rules, 2020 expressly provides that no e-commerce entity shall adopt any unfair trade practice, whether in the course of business on its platform or otherwise.

18.17. The subsequent deactivation of the listings are remedial steps, but they do not erase the underlying lapse. The Opposite Party's own admission that it is conducting review of the relevant sellers's account demonstrates that its existing safeguards were not necessarily sufficient to prevent the impugned listing. Post-facto corrective measures may mitigate continuing consumer harm, but cannot be invoked as a defense against statutory accountability. Inter-alia, the opposite party's own submissions establish that it possesses full technical and administrative control over the content hosted on its platform including the ability to review, restrict and remove listings, disable seller accounts and implement keyword-level blocking and it cannot, in the same breath, contend that responsibility for regulatory compliance rests exclusively with third-party sellers.

18.18. The heightened responsibility attaching to any person or entity facilitating access to inherently hazardous substances finds support in the well-settled principle enunciated by the Hon'ble Supreme Court in *M.C. Mehta v. Union of India*, (1987) 1 SCC 395 (the Oleum Gas Leak case), where the Court held that an enterprise engaged in a hazardous or inherently dangerous activity owes an absolute and non-delegable duty to the community to ensure that no harm results on account of such activity and that this obligation cannot be diluted merely because the enterprise claims to have exercised reasonable care. While that case arose in the context of tortious liability for industrial hazards, the underlying principle that those who deal in, or facilitate access to, inherently dangerous substances bear a heightened, non-delegable duty of care commensurate with the risk involved is instructive in assessing the standard of due diligence expected of the opposite party in permitting the listing of unregistered impugned product.

18.19. Accordingly, the CCPA holds that the conduct complained of resulted in violation of consumer rights, constituted a misleading advertisement and unfair trade practice within the meaning of the Consumer Protection Act, 2019. Additionally, for the sake of clarity it is emphasized the Rule 10E of the Insecticides (Amendment) Rules, 2022, is itself vocal that the operators of e-commerce entity and licensee shall comply with the provisions of the Consumer Protection (E-commerce) Rules, 2020. It may be emphasized that the regulatory purpose of the Act would be defeated if intervention were permissible only after actual injury had materialized.

19. For the foregoing reasons, CCPA is of the considered view that the legislative objective of the CCPA is expressly class-based. Section 18 empowers the Authority to protect, promote and enforce consumer rights "as a class" and to prevent unfair trade practices. The statutory framework therefore does not require the CCPA to await individual

instances of physical injury or financial loss before exercising jurisdiction.

19.1. The Opposite Party was required to exercise appropriate due diligence commensurate with the regulatory sensitivity of such product. Rule 6 of the Consumer Protection (E-Commerce) Rules, 2020, read with the applicable regulatory framework governing online sale of insecticides, including herbicides cannot be construed as permitting an e-commerce entity to discharge its statutory obligations merely by obtaining contractual declarations or self-certifications from third-party sellers.

19.2. In particular, the sale of unregistered impugned product, listed, hosted, and advertised by explicitly claiming to be an "Herbicide" bypassed the mandatory safety, bio efficacy, quality, legal checks required under the Insecticides Act, 1968. Further, where the applicable regulatory regime requires verification of the validity of the license of a licensee before facilitating online sale, such requirement necessarily contemplates an effective verification mechanism, disclosure of ingredients, precise chemical identity for safeguarding consumers from risky and hazardous substances.

19.3. Section 2(9) of the Act protects against the marketing of goods hazardous to life and property and is not confined in its application to household consumer goods. The opposite party cannot absolve itself of responsibility merely on the ground that the impugned listings were uploaded by independent third-party sellers or on the ground that it functions as a mere marketplace ecommerce entity with no knowledge of requirements of extant laws.

19.4. It is a settled principle in consumer protection jurisprudence that representations must be assessed from the perspective of a reasonable consumer of average intelligence, and not through a technical interpretation by the advertiser. The Opposite Party's attempt to conflate inherently subjective taglines with an absolute claim is therefore unsustainable and misleading.

19.5. Accordingly, the CCPA concludes that the impugned claims constitute misleading advertisements and unfair trade practice within the meaning of the Consumer Protection Act, 2019 and with affects consumers as a class. CCPA is of the opinion that it is also necessary to levy a penalty for falsely representing the product.

20. The CCPA is empowered under Section- 21 of the Consumer Protection Act, 2019 to issue directions to the advertiser of false or misleading advertisement to discontinue or modify the advertisement and if necessary, it may, by order, impose a penalty which may extend to ten lakh rupees and for every subsequent contravention may extend to fifty lakh rupees. Further, Section 21 (7) of the above Act prescribes that following may be regarded while determining the penalty against false or misleading advertisement:-

- a. the population and the area impacted or affected by such offence,
- b. the frequency and duration of such offence,

- c. the vulnerability of the class of persons likely to be adversely affected by such offence.
- d. the gross revenue from the sales effected by virtue of such offence

21. In view of the above, the CCPA hereby issues the following directions to the Opposite party:

- i. To discontinue false and misleading advertisement, sale of unregistered agro-chemical products on its platform with immediate effect from its platform.
- ii. The Opposite Party shall further ensure that, it shall conduct self-audit of its platform to prevent listings of products which are in contravention of the law for the time being in force or which are hazardous to life and safety of the consumers.
- iii. The opposite shall pay a penalty of ₹ 10,00,000/ for indulging in misleading advertisement and unfair trade practice.
- iv. The Opposite Party shall submit a compliance report to CCPA on the above directions within 15 days from the date of this Order.

22. The above order and directions are passed in exercise of the powers conferred upon CCPA under section 10, 18, 20, 21 of the Consumer Protection Act 2019.


(Nidhi Khare)
Chief Commissioner


(Anupam Mishra)
Commissioner

Annexure: A

3/20/26, 2:52 PM

Cyclosinone Herbicide Granules | Low Toxicity Weed Killer | 5% Active Ingredient | Effective for Crop Protection

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Shop on App to get upto **35% OFF** on 1st order

Download Now



Add to Cart

Buy Now

1 Similar Products



Cyclosinone Herbicide Granules | Low Toxicity Weed Killer | 5% Active Ingredient | Effective for Crop Protection

₹142

4.0 ★ 86 Ratings, 139 Reviews

Free Delivery

Select Size

Free Size

Product Highlights

Product Height
0.5

Product Breadth
0.5

Product Weight Unit
G

Color
Brown

COPY

Additional Details

<https://www.meesho.com/cyclosinone-herbicide-granules-low-toxicity-weed-killer-5-active-ingredient-effective-for-crop-protection/p/a2bfd0?srsltid=...> 1/6

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Kurti, Saree & Lehenga

Women Western

Lingerie

Men

Kids & Toys

Home & Kitchen

Beauty & Health

Jewell

4.3 ★

11,326 Ratings

140

Followers

119

Products

Product Ratings & Reviews

4.0 ★

86 Ratings,
139 Reviews

Excellent

46

Very Good

0

Good

8

Average

30

Poor

2

Meesho User

5.0 ★

Posted on 27 Oct 2025

Nice product



Helpful (0)

Meesho User

5.0 ★

Posted on 29 Dec 2025

Super

Helpful (0)

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23

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Classy Fertilizers

₹127

Free Delivery

4.2 ★ 88 Reviews



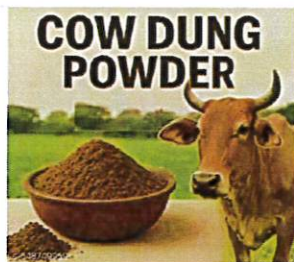
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Fertilizers

₹162 ₹180 10% off

Free Delivery

4.4 ★ 13 Reviews



Wonderful Compost

₹126

Free Delivery

4.1 ★ 250 Reviews



Modern Fertilizers

₹78

Free Delivery

3.9 ★ 134 Reviews



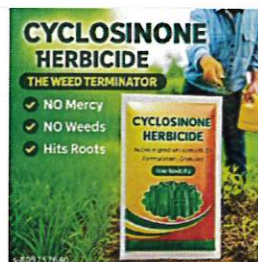
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Elite Fertilizers

₹106

Free Delivery

4.0 ★ 9 Reviews



+5 More

Fancy Fertilizers

₹125

Free Delivery

4.7 ★ Supplier



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Popular Kurti, Saree & Lehenga Women Western Lingerie Men Kids & Toys Home & Kitchen Beauty & Health Jewell

4.0 ★ 12 Reviews



Essential Fertilizers

₹339

Free Delivery

3.8 ★ 83 Reviews



Unique Fertilizers

₹176

Free Delivery

4.2 ★ 45 Reviews



Classic Fertilizers

₹110

Free Delivery

4.1 ★ Supplier



4.5 ★ Supplier



Classy Fertilizers

₹145

Free Delivery

4.6 ★ 40 Reviews



Graceful Fertilizers

₹167

Free Delivery

4.2 ★ Supplier



Fertilizers

₹115

Free Delivery

4.0 ★ Supplier



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Cart

Popular Kurti, Saree & Lehenga Women Western Lingerie Men Kids & Toys Home & Kitchen Beauty & Health Jewell



Stylo Multipurpose Soil

₹133

Free Delivery

4.0 ★ Supplier

s-843236623

New Fertilizers

₹110

Free Delivery

4.0 ★ Supplier



Trendy Fertilizers

₹48

Delivery ₹83

4.5 ★ 16 Reviews



Fertilizers

₹172

Free Delivery

3.9 ★ 38 Reviews



Modern Fertilizers

₹126

Free Delivery

4.3 ★ Supplier



Attractive Fertilizers

₹142

Free Delivery

4.4 ★ Supplier



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s-415934546

Elite Fertilizers

₹96 ₹105 9% off

Free Delivery



New Fertilizers

₹167

Free Delivery

4. COMMISSION AND SERVICE FEE

4.1. In consideration for permitting the Seller to sell Products on the Application and have access to Seller Panel, Meesho shall charge Seller for the Services provided, including any marketing expenditure and logistics charges incurred by Meesho on behalf of Seller (the "**Service Fee**"), at such rates prescribed in the Seller Panel.

4.2. Meesho shall submit an invoice to the Seller on a monthly basis for the Service Fee payable by Seller on or after the seventh (7th) Business Day of the following month. All payments shall be made by Seller in Indian National Rupees (INR) unless otherwise mutually agreed by the Parties in writing. The invoicing and payment of the Seller Fee shall be as per the prescribed Seller Policies in this regard.

4.3. At Meesho's option, all payments to Seller will be made to the Seller bank account provided by Seller during registration, via cheque or electronic transfers or other means as specified by Meesho. Seller agrees that Meesho shall not be liable for any failure to make payments to Seller on account of incomplete or inaccurate information provided by Seller with respect to its bank account.

4.4. Meesho shall set off any losses, Service Fee payable by Seller against the amount/(s) payable to Seller. Meesho's right under this clause shall be in addition to,

and not in derogation of, all other rights available to Meesho under this Agreement or Applicable Law.

4.5. The payment for the Orders shall be collected by Meesho on Seller's behalf ("**Seller Fee**") acting as a marketplace with the sole intent of facilitating Orders. Meesho shall, subject to deductions under this clause, transfer the balance Seller Fee to the bank account designated by the Seller, as provided to Meesho. Meesho will raise tax invoices on behalf of the Seller basis the HSN code and Goods and Service Tax ("**GST**") rate provided by the Seller. In case the Seller is a Composition Taxpayer/ Unregistered Applicant with GST enrolment number, the provisions contained in Clause 7.3 shall apply. Meesho shall collect the Seller Fee from the User, on Seller's behalf, and shall transfer such amount/(s), subject to the deduction of the Service Fee or/and shipping fees, penalty and taxes prescribed by the Government on Seller Fee Payment Date upon completion of the Seller Fee Payment Cycle. Furthermore, it is clarified that the Seller Fee Payment Date is to be construed as the day on which the transaction is deemed to be completed for purposes of settlement of any funds which shall be the next Business Day upon completion of Seller Payment Cycle. In case the said agreed-upon date of transaction completion falls on a banking holiday or Saturday / Sunday however, it is agreed between Meesho and the Seller that the deemed transaction completion date would then fall on the next business / working day for Meesho. Notwithstanding the provisions of this Agreement, nothing in this Agreement shall be construed as Meesho operating a payments and settlement system as defined under the Payment and Settlement Systems Act, 2007. Furthermore as Seller Fee Payment Cycle is subject to Product returns, so notwithstanding anything to the contrary contained in this Agreement, the Seller Fee Payment Cycle and Seller Fee Payment Date shall change corresponding to Product returns by the Seller's customer(s), if any and accordingly in such a case, the Seller Fee Payment Cycle shall be 15 Business Days' period from the Order delivery date, excluding the said Order delivery date and Seller Fee Payment Date shall be the 16th Business Day from the Order Delivery date.

