

CENTRAL CONSUMER PROTECTION AUTHORITY

Room No 365, Krishi Bhawan, New Delhi - 110001

F.No. CCPA/57/2026-CCPA (Part-1) [E-37410]

In the matter of: Flipkart Internet Pvt. Ltd. for Alleged Dark Pattern involving Overcharging beyond MRP, Misleading Advertisement and Unfair Trade Practice.

CORAM:

Smt. Nidhi Khare, Chief Commissioner, CCPA

Shri Anupam Mishra, Commissioner, CCPA

Appearance of Ld. Legal Counsels on behalf of Flipkart Internet Pvt. Ltd.

Shri Dheeraj Nair

Shri Sahir Seth

Date: 14.10.2026

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 Central Consumer Protection Authority (hereinafter referred as CCPA) vide complaint dated 16.02.2025 that the complainant had on 04.01.2025, attempted to purchase Gluco One BG 03 Blood Glucose Test Strips (50 Nos.) through the APP operated by Amazon Seller Services Pvt. Ltd. (hereinafter referred as Opposite Party). In this regard the complainant alleged the following:

- i. That the said product listing falsely displayed the Maximum Retail Price ("MRP") as ₹1,514/- and represented that a discount of 53% was being offered, thereby offering the product for sale at a price of ₹709/-.
- ii. On the same day, the complainant purchased the same product from Apollo Pharmacy, where the MRP printed on the product by the manufacturer was stated to be ₹849/-.

- iii. According to the complainant, this deliberate inflation of MRP misleads consumers into believing that they are getting a significant discount when, in reality, they are being deceived. Such deceptive pricing violates consumer rights under the Consumer Protection Act, 2019.

4. Accordingly, on the basis of contents of the aforesaid Complaint, the CCPA has taken suo-moto cognizance of the matter and initiated a preliminary inquiry and examined various e-commerce platforms including that of the e-commerce platform of the Opposite Party and, upon such analysis, found prima facie that the Opposite Party was advertising, listing, offering for sale, and selling the impugned product namely "Dr. Morepen BG 03 with 50 Strips Glucometer" The findings of the Preliminary Inquiry Report are:

- 4.1. The objective of the Consumer Protection Act, 2019, is to provide for protection of the interests of consumers. Accordingly Section 28 of the Consumer Protection Act, 2019 stipulates that:

"misleading advertisement" in relation to any product or service, means an advertisement, which —

- (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 or service provider thereof, would constitute an unfair trade practice; or*
- (iv) *deliberately conceals important information.*

- 4.2. Rule 4 (11) of Consumer Protection (E-Commerce) Rules 2020 stipulates duties e-commerce platforms that No e-commerce entity shall:

- (a) manipulate the price of the goods or services offered on its platform in such a manner as to gain unreasonable profit by imposing on consumers any unjustified price having regard to the prevailing market conditions, the essential nature of the good or service, any extraordinary circumstances under which the good or service is offered, and any other relevant consideration in determining whether the price charged is justified.

- 4.3. The Guidelines for Prevention and Regulation of Dark Patterns, 2023 published vide notification number 783 came into effect from the 30.11.2023, clearly under Clause 1 of its Annexure defines "False Urgency" which means *falsely stating or implying the sense of urgency or scarcity so as to mislead a user into making an immediate purchase or taking an immediate action, which may lead to a purchase, including —*

- (i) *showing false popularity of a product or service to manipulate user decision;*

- (ii) *stating that quantities of a particular product or service are more limited than they actually are.*

Further under Clause 8 of its Annexure defines “Drip pricing” which means a practice whereby-

- (i) *elements of prices are not revealed upfront or are revealed surreptitiously within the user experience; or*
- (ii) *revealing the price post-confirmation of purchase, i.e. charging an amount higher than the amount disclosed at the time of checkout....*

- 4.4. It was observed that the Opposite Party listed “Dr. Morepen BG 03 with 50 Strips Glucometer” with price amount of ₹1,514 and advertised a 49% discount, offering the product at ₹763 followed by the terms such as “Special Price”. However, the actual MRP as labelled on the product packaging was ₹849.

From the above Preliminary Inquiry Report it was observed that as per complaint the actual M.R.P. and selling price of the product was being offered at a significantly discounted price which was not the case. Thus, it appeared that the alleged misleading offers made by the Opposite Party could deceive consumers into believing that the impugned product is being made available at a substantial discount. Further, such language (“Special Price”) appears to be designed to create a perceived sense of urgency and exclusivity. Thus, it appeared that the alleged misleading offers made by the Opposite Party could deceive consumers into believing that the impugned product is being made available at a substantial discount.

5. Considering the above observation of the preliminary inquiry report, a Notice dated 04.06.2025 was issued to the Opposite Party to submit response within 15 days along with necessary supporting documents regarding the above stated alleged violations of the Consumer Protection Act 2019.

6. In response to the above Notice, the Opposite Party vide letter dated 19.06.2025 submitted that:

- 6.1. As an intermediary, the Opposite Party operates as a marketplace-based model of ecommerce through the website www.flipkart.com and Flipkart app (“Flipkart Platform™”), which merely provides an information technology platform to facilitate buyers and sellers on a digital and electronic network and all products on the platform are sold by third-party “Sellers”. It does not directly deal with the product (or its pricing) in any manner whatsoever and only directly displays the information input by the sellers.
- 6.2. To list a product on the Opposite Party, the seller is provided with data fields to insert the requisite information about each product, including the price of the product and any offer of discount.
- 6.3. Once these data fields are filled by the seller, the product goes live for sale on the Opposite Party’s Platform directly displaying the data entries incorporated by the seller. The information entered is displayed directly on the Opposite Party’s

Platform without editorial intervention by it. Therefore, the onus lies on the sellers to input correct particulars in the requisite data fields.

6.4. The Opposite Party has also issued appropriate communication to the concerned sellers intimating them of the concerns raised in the Notice, calling upon them to take any necessary, corrective steps and compliance(s) as may be required.

6.5. The Opposite Party user interface cannot be held liable for dark patterns as its simpliciter performs the operations of an e-commerce marketplace entity that displays products uploaded by its registered sellers for sale to its registered buyers. Hence, there is no basis for the Opposite Party's Platform to be held liable for "dark patterns" as there are neither any practices or deceptive design patterns, nor any design to mislead or trick users into doing something they originally did not intend or want to do.

6.6. Therefore, the allegations made out in the Notice cannot be maintained against the Opposite Party as it neither plays any role in the trade practices of the sellers, nor in the information (misleading or otherwise) displayed in respect of the goods or articles listed on its platform.

7. The reply submitted by the Opposite Party was examined by the CCPA and based on it observed that the Opposite Party reply did not specifically dispute the discrepancy nor explain any verification mechanism for MRP authenticity, thereby failing to address the systemic nature of such pricing anomalies.

8. Thereafter, CCPA, vide letter dated 24.09.2025 forwarded the matter to DG (Investigation) for detailed investigation.

9. After detailed investigation, the Investigation report dated 30.07.2026 was received from DG (Investigation) wherein the following were submitted:

9.1. The Opposite Party relied on its Terms of Use, which require sellers to enter product details and mention only a single price figure, without showing any discount breakup or concealment of MRP, and further claimed that the information entered is displayed directly without Opposite Party's intervention. However, the platform data shows that the discount and MRP were in fact being presented on the platform in a manner that misled consumers.

9.2. The Opposite Party has indulged in listing of Gluco One BG 03 Blood Glucose Test Strips (50 Nos.) on online platform, it's reliance on its Terms of Use does not remove the misleading effect of the listing.

10. In view of the findings in the DG (Investigation) Report, the CCPA vide letter dated 06.08.2026 shared the investigation report with the Opposite Party to furnish their comments, if any.

11. The Opposite Party vide letter dated 14.08.2026 submitted its comments on the DG Investigation Report that:

- 11.1.**The whole of the Investigation Report rests upon a single proposition: that the MRP of 1,514 was “inflated” and that the true MRP was ₹849. That is a proposition concerning the retail sale price declared upon a pre-packaged commodity. The declaration of retail sale price upon a pre-packaged commodity is governed exclusively by the Legal Metrology Act, 2009 (“LM Act”) read with the Legal Metrology (Packaged Commodities) Rules, 2011 (“LMPC Rules”), which together constitute a complete and self-contained code.
- 11.2.**It is further significant that the retail sale price borne by a pre-packaged commodity is declared by the manufacture or packer, in the present case, Dr. Morepen Limited, and not by the marketplace upon which the commodity is subsequently offered by an independent seller. An allegation that an MRP is “inflated” is, in substance, an allegation against the person who declared it.
- 11.3.**The Opposite Party demonstrated that the Show Cause Notice compared two entirely different products: Annexure 1 thereto depicted a combination listing comprising one Glucometer Device together with fifty Dr. Morepen Gluco One BG-03 Glucose Test Strips, whereas Annexure 2 depicted the packaging of a standalone pack of fifty test strips alone. That defence goes to the very root of the allegation.
- 11.4.**The Apollo Pharmacy invoice annexed to the Investigation Report itself confirms the position. It records the purchase of the standalone strips at X849, together with a separate line item for “AP LANCET 50’S” at X150, demonstrating that the strips, the lancets and the monitoring device are distinct commodities, separately packaged and separately priced. The invoice discloses no purchase of any glucometer device at all. There is therefore no inflation of any MRP.
- 11.5.**The concerns raised, issued a communication to the concerned sellers on 23.06.2025 directing them to update the MRP upon any affected listings immediately, and stating that failure to comply would result in temporary suspension or permanent delisting of the product.
- 11.6.**Pursuant to the CCPA’s Advisory on Self-Audit and Compliance Declarations dated June 05, 2025, Flipkart engaged Deloitte Touche Tohmatsu India LLP to undertake an independent assessment of potential and unintended dark patterns across the UI/UX interfaces of the websites and mobile applications of Flipkart, Flipkart Minutes and Shopsy, together with its key consumer facing policies. All potential and unintended dark patterns identified were comprehensively assessed and fully remediated by Opposite Party’s internal teams.

12. Thereafter, a hearing was scheduled on 27.08.2026. However, the Opposite Party vide email dated 24.08.2026 requested that as their Ld. Advocates were occupied on the said date, therefore an alternative date for the hearing was prayed. Considering the same, CCPA vide email dated 27.08.2026 conveyed to Opposite Party that the hearing is listed on 10.09.2026.

13. During the hearing held on 10.09.2026, Ld. Counsels Shri Dheeraj Nair and Shri Sahir Seth appeared on behalf of the Opposite Party and submitted the following:

13.1. The complaint recorded in the Investigation Report is therefore, on its own express terms, a complaint against Amazon India. It is not a complaint against Opposite Party. Neither the impugned listing, nor the impugned MRP, nor the impugned discount, nor the impugned sale price is attributed by the complainant to the Opposite Party's Platform.

13.2. The Report proceeds from paragraph 7 ("Findings") directly to paragraph 10 ("Conclusion"). Paragraphs 8 and 9 are absent altogether, and is thus, an incomplete investigation report.

13.3. Annexure 1 of the Notice thereto depicted a combination listing comprising one Glucometer Device together with fifty Dr. Morepen Gluco One BG-03 Glucose Test Strips, whereas Annexure 2 depicted the packaging of a standalone pack of fifty test strips alone.

13.4. Once the two SKUs are correctly distinguished, the entire edifice of the findings collapses within the listing actually impugned there is no misstatement, no concealment, no suppression and no discrepancy whatsoever.

13.5. It is therefore respectfully prayed drop the proceedings initiated by the Show Cause Notice dated June 04, 2025 in so far as they relate to Opposite Party and its officers..

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

14.1. In terms of 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.*

14.2. 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.*

14.3. 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 permitting the publication of any advertisement, whether in any newspaper or otherwise, including by way of electronic record, for the sale or supply at a bargain price of goods or services that are not intended to be offered for sale or supply at the bargain price, or for a period that is, and in quantities that are, reasonable, having regard to the nature of the market in which the business is carried on, the nature and size of business, and the nature of the advertisement. [(Section 2(47) (J-C(ii))].

14.4.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.

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

15.1.contain truthful & honest representation of facts and shall not falsely describe products,

15.2.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 goods or product.

15.3.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.

15.4.The underlying object of consumer protection legislation is to empower consumers by ensuring access to complete, accurate, and transparent information, thereby enabling them to make informed choices.

16. The CCPA, under the Consumer Protection Act, 2019, is entrusted to regulate matters relating to violation of the rights of consumers, unfair trade practices and false or misleading advertisements which are prejudicial to the interests of consumers and the public at large, and of promoting, protecting and enforcing the rights of consumers as a class. 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:

16.1.The screenshot of the product listing pertains to a combo product listing of Dr. Morepen BG 03 with 50 Strips Glucometer, and does not relate to a standalone pack containing 50 test strips. Accordingly, the MRP of ₹1,514/- displayed in the impugned listing represents the aggregate MRP of the complete combo package comprising both the test strips and the glucose monitoring device, and not the MRP of the standalone pack of 50 test strips.

16.2. The CCPA has further analyzed the bill of the product MRP of ₹849/- printed on the manufacturer's packaging purchased by the complainant from Apollo Pharmacy. It was found that the said purchase comprised only a standalone pack of 50 Gluco One BG 03 Blood Glucose Test Strips, with a separate line item for "AP LANCET 50'S" at X150 which were distinct commodities, separately packaged and separately priced. Therefore, is not comparable, with the MRP of the combo product displayed on the Opposite Party's platform.

17. In view of the foregoing findings, the CCPA concludes that the comparison sought to be drawn by the complainant between the MRP of ₹1,514/- displayed for the combo package on the Opposite Party's platform and the MRP of ₹849/- printed on the standalone pack purchased from Apollo Pharmacy is misconceived and factually untenable, as the two products are not identical and do not comprise the same set of constituent goods.

18. Consequently, on the basis of the material placed before it and upon findings of the DG Investigation Report, the allegation of deceptive pricing, insofar as it is founded upon the comparison between the aforesaid two MRPs, does not stand established. Thus, present matters is disposed of.


(Nidhi Khare)
Chief Commissioner


(Anupam Mishra)
Commissioner