

CENTRAL CONSUMER PROTECTION AUTHORITY

Krishi Bhawan, New Delhi - 110001

Case No. CCPA- 11/53/2024-CCPA

In the matter of Agoda Company Pte. Ltd. having its registered office at 20 Cecil Street, Equity Plaza #14-01, Singapore 049705 with regard to violation of consumer rights, misleading advertisements and unfair trade practices.

CORAM:

Ms. Nidhi Khare, Chief Commissioner

Mr. Anupam Mishra, Commissioner

Appearance on behalf of Agoda Company Pte. Ltd.:

Mr. Saikrishna Rajagopal, Advocate

Mr. Vivek Ayyagari, Advocate

Date: 14th October, 2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as 'CCPA') has taken cognizance based on a complaint dated 10th July, 2024 wherein it has been alleged by The Forum for Asserting Service Users Rights (FASUR) that there are numerous hardships faced by consumers while dealing with online aggregators such as:
 - (a) Inaccessibility of customer care.
 - (b) Automated Responses only
 - (c) Financial Losses and Mental Agony
 - (d) Hotel Booking issues
 - (e) Flight, bus and train cancellations
 - (f) Lack of proper customer care information.
2. Based on the complaint, CCPA examined the website of Agoda Company Pte. Ltd. (hereinafter referred to as 'Opposite Party') and found that the name and contact details of the Grievance Officer are not provided on the website of Agoda Company Pte. Ltd. <https://www.agoda.com> for redressal of consumer grievances. Accordingly, the CCPA issued a communication dated 27th September, 2024, requesting the Opposite Party to clarify regarding the non-availability of the contact details of the

grievance officer on the website/app to enable CCPA to comprehensively examine the issue.

3. The Opposite Party on 08th October, 2024 requested for additional time of 21 days to furnish their response. Further, the Opposite Party submitted its reply on 28th October, 2024 and submitted as follows:

- (a) Agoda Company Pte Ltd. operates the Agoda Platform wherein Indian customers can browse listings of hotels and other related travel services made available by various third-party travel partners ("Travel Suppliers") and make online bookings / reservations for the same. Notably, the company does not own or operate any of the hotels and other related travel services which are listed on the Agoda Platform. Such listings on the platform are made solely by the travel suppliers.
- (b) The Company does not directly provide hotel and travel services but acts solely as a facilitator between customers and the Travel Suppliers in the booking process. The nature as a facilitator is expressly clarified to all customers who visit the Agoda Platform when they enter into the Agoda Platform 'Terms of Use'.
- (c) The grievances pertaining to the travel-related services provided by the Travel Suppliers, including grievances related to delays, cancellations, etc., are outside the ambit of Company's limited role as a facilitator in the booking process.
- (d) Notwithstanding the above, in order to ensure efficient resolution of customer queries within its facilitation role, The Company has implemented a comprehensive digital customer support system designed to provide efficient and effective assistance to users of the Agoda Platform. This system includes multiple channels of assistance. A brief overview of the same is provided herein below:
 - (i) **Help Centre and FAQ Page:** Both logged-in and non-logged-in users can access comprehensive self-service support through the Agoda Help Centre and FAQ pages, which provide immediate answers to common queries and step-by-step guidance for various scenarios.
 - (ii) **Customer Service Chat:** The Company provides a sophisticated chat-based support system where users can connect with highly trained customer support teams. This system allows customers to select specific support topics (such as cancellation, booking details, and date changes) for more targeted assistance.

(iii) **WhatsApp Channel:** Mobile users can access support through WhatsApp, providing an additional convenient communication channel that is particularly popular among Indian consumers

(e) Further, with specific reference to the concern raised by CCPA regarding the Grievance Officer requirement under Rule 4 (4) of the Consumer Protection(E-Commerce) Rules,2020 ('E-Commerce Rules'), the company has now ensured full compliance. The Agoda Platform prominently displays the following information in relation to the Grievance Officer in its Terms of Use of the Agoda Platform:

"Article 40"

40.2 For grievances, you can submit issues to Benny Philip, (Associate Director Customer Experience Group), our grievance officer at grievance.officer@agoda.com , only grievances relating to bookings for properties in India that have been made on our Platform will be answered."

(f) This appointment and display of the Grievance Officer's information demonstrate the company's commitment to:

- (i) Ensuring clear accountability through a senior officer designation;
- (ii) Providing direct access to grievance redressal;
- (iii) Maintaining transparency in customer communications; and
- (iv) Compliance with regulatory requirements.

(g) As demonstrated above, the company maintains a robust commitment to customer satisfaction and regulatory compliance.

4. Pursuant to this, a preliminary inquiry under Sections 18(2) and 19 of the Consumer Protection Act, 2019, was conducted of the grievances received on National Consumer Helpline (NCH), a pre-litigation mechanism of consumer dispute redressal, which revealed that between April 1, 2024, and October 15, 2024, as many as 289 consumer grievances pertaining to non-refund of paid amounts, deficiencies in service, failure to render promised services, inadequate customer care information, and unfulfilled service commitments were registered against the Opposite Party. It was further observed that the Opposite Party failed to exercise the required statutory due diligence under the Consumer Protection (E-Commerce) Rules, 2020, by not displaying prominently the contact details of the grievance officer in a clear and accessible manner on its platform.

5. Based on the preliminary findings, CCPA issued a notice to the Opposite Party on 19th November 2024 and was directed to furnish their response with regard to deficiency in services, violation of consumer rights and unfair trade practices.
6. In response to the said notice, the Opposite party vide letter dated 03rd December, 2024 requested a 4-week extension to submit a comprehensive response on the volume of complaints annexed in the notice dated 19th November, 2024. The Opposite Party vide letter dated 28th December, 2024, furnished the following submissions:

- a. Resolution Status: After the review of 289 grievances received against the company on National Consumer Helpline ("NCH"), it is submitted the company has only identified 234 cases, 161 cases (68.80% of processed complaints) were successfully resolved. The resolution mechanisms employed included:
 - I. full cash refunds in respect of 39.13% of resolved cases;
 - II. partial cash refunds in respect of 29.19% of resolved cases; and
 - III. Additional compensation was provided in 16.77% of instances, depending on the specific circumstances of each case.

Out of the 73 cases that were not successfully resolved:

- i. In 31 cases, refunds were not provided due to errors on the part of customers.
 - ii. In 29 cases, despite multiple follow-ups and outreach attempts, there was no response from the customers.
 - iii. In 13 cases, the customer declined the solution provided by the company.
- b. In this regard, it is notable that the grievances set out in the Notice represent a small fraction, i.e. 0.0028%, of the total number of bookings made through the company's platform during the period between January — October 2024, i.e. 289 grievances in relation to a total number of bookings of 1, 01, 87,927 (One Crore One Lakh Eighty-Seven Thousand Nine Hundred And Twenty Seven).
- c. The company has demonstrated a strong commitment to prompt grievance resolution. According to the company's internal data regarding overall customer service performance, more than 78% (seventy-eight percent) of customer grievances are typically addressed within 3 (three) days of receipt, with most remaining matters being resolved within 7 (seven) days. This commitment to swift resolution is further evidenced in the handling of the specific grievances highlighted in the Notice, wherein 210 from 234 identifiable cases were resolved within 7 (seven) days and 188 from such 210 cases were

addressed within 3 days from the date the company is notified of the grievance submitted to the NCH.

- d. In addition to implementing diverse redressal strategies, such as full refunds, partial refunds, and additional compensation tailored to individual grievance contexts, the company has also appointed a dedicated Grievance Officer for consumers in India. This has been done to ensure a direct and accessible channel for Indian consumers to escalate their complaints, reflecting the company's proactive approach toward resolving grievances and enhancing accountability.
- e. The company's system includes multiple channels of assistance such as: Help Centre and FAQ Page, Whats App Channel, Customer Service Chat.
- f. The company maintains a robust framework for quality control and supplier management through two key approaches:
 - i. First, it is committed to proactive engagement with both consumers and third party travel partners ("Travel Suppliers") Travel Suppliers to address pending complaints and ensure swift resolution of grievances.
 - ii. Second, the company prioritizes maintaining service quality standards by actively addressing customer feedback and implementing corrective measures where necessary. This includes taking decisive action against Travel Suppliers who fail to meet established standards or consistently dishonour customer bookings.
 - iii. Such actions may include imposing temporary suspension of listings or complete removal of non-compliant Travel Suppliers from the Agoda Platform. These measures, implemented within it's limited role as a neutral intermediary, facilitating a digital marketplace where Travel Suppliers and consumers can engage directly, which help ensure a trustworthy experience for users while upholding values of fairness and accountability in the booking process.
- g. It is pertinent to note that the platform qualifies as an intermediary under the Information Technology Act, 2000. The status as an intermediary is further reinforced by the fact that it merely provides a technological platform to facilitate interactions between Travel Suppliers and consumers, without actively participating in the provision of the underlying travel services.
- h. The company further submitted to provide effective resolutions to any customer service grievances that it receives, grievances pertaining to the travel-related services provided by the Travel Suppliers, including grievances related to

deficiency or unsatisfactory services, are outside the ambit of the platform's limited role as a facilitator in the booking process.

- i. Notwithstanding, its intermediary role, the general terms and conditions governing the company's relationship with Travel Suppliers impose specific obligations on them. These include mandatory requirements to address customer inquiries, maintain accurate listing information, honour confirmed bookings, and provide services as advertised. Travel Suppliers are contractually bound to resolve customer issues directly and provide appropriate remedies where necessary. In certain cases, the company is also willing to offer additional payment/support as a gesture of goodwill to improve customer satisfaction.
- j. The company respectfully disputes the allegations of deficiency in service, unfair trade practices, and violation of consumer rights as alleged in the Notice. It has effectively and promptly addressed all identifiable grievances mentioned in the Notice.
- k. Further, the mere number of complaints does not inherently constitute systemic violations of the Consumer Protection Act, 2019, as each complaint represents a unique circumstance requiring nuanced fact-finding and careful investigation. This is particularly evident given that most grievances have been resolved, with any remaining unresolved cases being due to matters outside of company's control.

7. The CCPA has reviewed the response and noted the following concerns:

- (a) Unresolved National Consumer Helpline (NCH) complaints;
- (b) Systemic failure to honor confirmed bookings; and
- (c) Misuse of the intermediary safe harbour provision to undermine consumer rights.

In light of the above, CCPA was of the view that there exists a prima facie case of Unfair Trade Practice and violation of consumer rights under the Act, 2019 which impacted the consumer as a class hence, a detailed investigation was required. CCPA on 31st January, 2025 directed Director General (Investigation) to conduct a detailed investigation.

8. The Director General (Investigation) submitted the Investigation Report dated 14th November, 2025 to the Authority vide email dated 20th November, 2025. The Investigation report states as follows:

- a. No contact information has been provided on the website, and only a customer service chat option is available

- b. No WhatsApp number is provided for customer assistance.
- c. It was further noted that although a customer may retrieve the contact number after logging into their individual Agoda account (in case a booking has already been made), the said contact information is not displayed on the platform without logging in, thereby restricting access for users who seek customer assistance prior to making a booking.
- d. During the investigation, it is observed that the details of the Grievance Officer is not provided under "Help Center" or "Customer Service" sections where customers would look for assistance, thus requiring consumers to dig through multiple layers to access it. Further, the contact details of the Grievance Officer are still not mentioned anywhere on the platform.
- e. It is pertinent to note that the platform lacks clear disclosure at the time of booking regarding its limited role as a neutral intermediary. The platform does not adequately inform customers that travel suppliers are solely responsible for any discrepancies during booking. These crucial terms are embedded deep within lengthy Terms of Use, which are impractical for an average customer to fully review, thereby limiting informed consent.
- f. The basis for denying refunds in certain cases remains unclear. For instance, in grievance number 5669352, the customer booked a hotel through Agoda but was later informed by the property that it was not affiliated with the platform. Despite this, the company attributed the issue to customer error. However, the circumstances indicate a possible fault or lapse on the part of the company or its verification process.
- g. AIPL failed to provide the contact details like landline, mobile number of the Grievance Officer on its platform which amounts to the violation of Rule 4 of The Consumer Protection (ECommerce) Rules, 2020.
- h. Additionally, it was observed that the website does not provide any contact information or a WhatsApp number for customer assistance, offering only a chat option for support. This lack of accessible grievance redressal channels is in violation of the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020, which mandate clear disclosure of customer care contact details and effective grievance redress mechanisms.
- i. AIPL's practices amounts to a gross violation of consumer rights under section 2(9) of the Consumer Protection Act, 2019, including the right to be informed and the right to be protected against unfair trade practices.

- j. Based on the complaints received, it was noted that the company used to provide false assurances, mislead customers into booking travel packages quickly by claiming schemes were about to expire, and fail to refund payments. Such practices indicate misleading advertisements and unfair trade practices under section 2(28), 2(47) of the Consumer Protection Act, 2019.
9. The Investigation Report submitted by DG (Investigation) was shared with the opposite party vide letter dated 25th November, 2025 to furnish its comments and thereafter hearing was scheduled on 02nd December 2025.
10. The Opposite Party, vide email dated 27th November, 2025, requested an extension of two weeks to submit its comments on the investigation report and further requested that the hearing scheduled for 2nd December, 2025, be deferred to a subsequent date after the written comments had been submitted. In view of the above, the CCPA granted the extension, and the hearing was rescheduled for 12th December, 2025.
11. On 11th December, 2025, the Opposite Party requested another adjournment of the hearing fixed for 12th December, 2025. Subsequently, on 11th December, 2025, the Opposite Party submitted its comments on the investigation report, which are as follows:
- (a) Upon review of the Report, we respectfully submit that it contains numerous factual inaccuracies, mischaracterizations of Company's submissions, legal conclusions that are not supported by applicable statutory provisions, and findings that go beyond the scope of the CCPA's Notice. Most critically, the report lacks factual evidence to any degree to establish violations of the Consumer Protection Act, 2019 ("the Act") such as "unfair trade practice" in relation to the 289 grievances, given company's response detailing its resolution.
- (b) The Report does not identify specific customer complaints that were mishandled or explain on a case-by-case basis, how any such mishandling constitutes a violation of specific provisions of the Act. Rather, the Report makes broad, conclusory assertions of violations without demonstrating how the facts of the 289 grievances support such conclusions. Importantly, the Report fails to consider company's comprehensive response addressing the 289 grievances brought to its notice, including additional queries raised by the IW regarding the resolution provided and rationale.

- (c) Incorrect characterization of The CCPA's Show-Cause Notice Dated 18.11.2024- The CCPA's Notice sought company's explanation and response regarding 289 NCH grievances and did not make categorical findings that contraventions had been "established" at that stage. Therefore, the Investigation Report's characterization at page 1 appears premature in this context. It is noted that there also appear to be inconsistencies in the legal provisions alleged to have been infringed as referenced in the CCPA's Notice and the Investigation Report. The CCPA's Notice primarily concerned the 289 consumer grievances and their resolution, without specific reference to violations of Section 2(28) pertaining to misleading advertisements. However, the Investigation Report at page 7 concludes on violations of Sections 2(9), 2(28), and 2(47) without any adequate basis, either from the original Notice or the resolutions provided by company against each of the 289 grievances impugned and notified by the CCPA. References to the aforesaid sections in the Report's "background" section also do not form part of the allegations against the company in the Notice.
- (d) New and unsubstantiated allegations in the report that are unfounded in the CCPA's Notice: The characterizations in the investigation report regarding "tricking people", "false assurances", "luring them to book travel packages", and "schemes about to expire" were never raised with the company in the CCPA's Notice. Further, these allegations were not mentioned in any of the several rounds of communications from the Investigation Wing prior to the furnishing of this present Investigation Report to the company. They had no opportunity to respond to these allegations, which appear for the very first time in the Investigation Report. These allegations regarding "false assurances", "mislead... people by luring them to book travel packages...", pertain to supposed deceptive practices, which form an entirely different subject matter from the 289 consumer grievances referred to in the CCPA Notice. The inclusion of allegations that were never put to the company for response, within this present Report is in violation of principles of natural justice to deprive them with a fair opportunity to address these allegations afresh.
- (e) Incorrect finding that no contact information has been provided: The company's in its response clearly stated that two toll-free numbers (0008 000 501620 and 0008 000 504386) are provided and operational for customer support. These toll-free numbers are made available to customers with bookings on the Agoda platform who contact the company's customer service through the platform's

chat support feature. Additionally, the Agoda platform provides a comprehensive Help section with detailed information to assist customers throughout their booking journey, including guidance on where to seek assistance. Further to its submission dated 27th October 2025, the company informed that a specific local number with +91 country code has been made available to customers with accommodation bookings since 3rd November 2025. This India-specific local number is +91 12469 02345 which is accessible to customers with accommodations bookings through the chat support feature.

- (f) Incorrect finding regarding whatsapp support: This finding reflects a misunderstanding of how WhatsApp support is provided by the company. The response dated 27th October 2025 explained that customers with accommodation bookings can access WhatsApp chat support through their bookings page on the Agoda mobile application. Once the customer opts in, the WhatsApp application automatically provides access to a chat channel. This WhatsApp support feature was specifically demonstrated to your good office during the meeting on 7th October 2025. The Report's characterization at page 6 suggests that the company does not provide WhatsApp support, which is factually incorrect. The issue is not whether WhatsApp support is "provided", but rather how it is accessed by customers. More fundamentally, there is no legal requirement under the Consumer Protection Act, 2019 or the Consumer Protection (E-Commerce) Rules, 2020 ("E-Commerce Rules") that mandates the provision of a WhatsApp number for customer assistance. The Investigation Report's finding regarding WhatsApp support is based on a requirement that does not exist in law.
- (g) Incorrect finding that contact information restricts non-logged-in users: To ensure the security and privacy of customers, requires users to log in to their Agoda account and provide a valid booking ID and registered email address. When customers who have made bookings and verify their booking details, they are provided with customer support numbers (toll-free numbers at 0008 000 501620, 0008 000 504386, and an India-specific local number with +91 12469 02345) if telephonic assistance is required. Additionally, the Agoda platform provides a comprehensive Help section which is available to all and contains detailed information and guidance including how to seek customer service support. It is respectfully submitted that there appears to be no legal requirement under the E-Commerce Rules or the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 ("IT

Rules”) that mandates display of customer service telephone numbers on the home page or in a manner accessible without any interaction with the platform's support features. Rule 4(2) of the E-Commerce Rules requires contact details to be provided in a clear and accessible manner, displayed prominently but does not prescribe the specific placement or method of display. The company's approach of providing customer service numbers through the chat support feature, combined with a comprehensive Help section, provides customers with clear and accessible channels to seek assistance. A review of comparable platforms indicates varying approaches to customer service contact information display, with several platforms providing contact numbers on a booking-specific or service-specific basis rather than universal upfront display on home pages.

- (h) Incorrect finding regarding grievance officer information: The statement that Grievance Officer Contact details are "still not mentioned anywhere on the platform" is factually incorrect. The company's response dated 27th October 2025 specifically addressed this point and explained that the Grievance Officer information is provided in the Agoda Terms of Use formulated by the company, within a dedicated India-specific section. It is also relevant to note that the placement of Grievance Officer Information in 'Terms of Use' is consistent with industry practice among online travel booking platforms and e-commerce platforms operating in India. A review of comparable platforms indicates that Grievance Officer Information is typically provided in legal/compliance sections of websites such as 'Terms of Use' or 'Privacy Policy' pages, rather than on home pages or customer service sections.
- (i) Incorrect finding regarding intermediary status disclosure: This finding introduces an entirely new issue that was never raised in the Notice. It is respectfully submitted that the introduction of new findings on matters that were never part of the original Notice or subsequent investigation proceedings raises concerns regarding the company's right to be heard and principles of natural justice. More fundamentally, there is no provision in the Act or the E-Commerce Rules that mandates disclosure of intermediary status "at the time of booking" or prescribes where such information must be placed on a platform. The E-Commerce Rules are comprehensive in their requirements for e-commerce entities, and they do not include a requirement for upfront disclosure of intermediary status at the time of booking. The inclusion of information regarding the respective roles and responsibilities of Agoda and Travel Suppliers in the Terms of Use is consistent with standard industry practice in

India (and globally). Online travel agency platforms operate on the basis of detailed Terms of Use that govern the relationship between the platform, customers, and third-party service providers. This approach is consistent across all major OTA platforms operating in India including MakeMyTrip, Yatra, EaseMyTrip, Cleartrip, and others.

- (j) Incorrect finding regarding refund denials: The tabulation provided case-specific reasons for refund determinations in each of the 289 grievances, including grievance number 5669352. As already explained in the Annexure to the submission dated 4th November 2025, in relation to grievance number 5669352, the respective customer requested a cancellation and refund for the booking, which was subject to the respective hotel/accommodations' cancellation policies. The finding at page 6 regarding "unclear" basis for refund denials is not supported by the record, given that the company provided detailed, case-by-case explanations for all 289 grievances as requested by your good office.
- (k) Grievance officer (addressing whether phone number is required) / conclusion regarding rule 4 of the e-commerce rules - grievance officer contact details (conclusion I): Regarding the requirement to provide a "mobile number" or "landline number" for the Grievance Officer, it is submitted that Rule 4(4) of the E-Commerce Rules requires e-commerce entities to "display the name, contact details, and designation" of the Grievance Officer.. The primary requirement under both the E-Commerce Rules and IT Rules is that contact details be provided in a manner that allows customers to communicate with the Grievance Officer for purposes of grievance redressal. The company has provided the Grievance Officer's name, designation, and email address in the Terms of Use with a dedicated India-specific section. Email is a valid and appropriate form of contact detail for grievance-redressal purposes, as it allows for written documentation of complaints, tracking of grievance resolution, and maintaining a record of communications. the Report concludes that failure to provide a "landline" or "mobile number" constitutes a violation, it is submitted that the provision of email contact details satisfies the requirement of Rule 4(4) of the E-Commerce Rules and Rule 3(2)(a) of the IT Rules to display "contact details" of the Grievance Officer, particularly where email is an effective and documented means of grievance communication.
- (l) Customer care contact details (addressing rule 4(2)(d) requirement) / conclusion regarding contact information display - consumer protection act and

e-commerce rules (conclusion II): Rule 4(2)(d) of the E-Commerce Rules, which lists specific examples including "e-mail address, fax, landline and mobile numbers," uses the word "like" before these examples, which in statutory interpretation indicates that the list is illustrative rather than mandatory and exhaustive. The practical consideration is what constitutes effective customer service contact in the digital age. The company provides chat support through which customers with bookings on the Agoda platform can obtain toll-free telephone numbers if telephonic assistance is required, including through a separate, dedicated, India-specific, +91 12469 02345 number and WhatsApp support accessible through accommodation bookings. These modern digital communication channels provide effective customer assistance.

- (m) Incorrect conclusion regarding section 2(9) violations (conclusion III): This conclusion is not supported by any specific findings in the Investigation Report that identify which practices of the company constitute violations of which specific consumer rights under Section 2(9) of the Act. Section 2(9) defines "consumer rights" to include six categories of rights, yet the Report does not identify which of these rights have been violated or how they have been violated.
- (n) Incorrect conclusion regarding misleading advertisements and unfair trade practices (conclusion IV): the Report provides no analysis of what specific "complaints" form the basis for these conclusions, what evidence supports these characterizations, or how the company's conduct meets the legal definitions of "misleading advertisement" under Section 2(28) or "unfair trade practice" under Section 2(47). The 289 grievances that formed the basis of the Notice related to issues with bookings, accommodation services provided by Travel Suppliers, and refund requests. The grievances did not concern "misleading advertisements" or "dark patterns" or "schemes about to expire."
- (o) Why the 289 grievances do not constitute violations of sections 2(9), 2(28), or 2(47):
 - (i) Consumer Rights Violations: The 289 grievances related to issues with specific bookings made by customers with Travel Suppliers on the Agoda platform. These grievances concerned matters such as accommodation quality, booking modifications, cancellations, and refund requests. The company carefully considered each grievance and provided resolutions including full refunds, partial refunds, and additional compensation as detailed in the tabulation submitted on 4th

November 2025. Where refunds were not provided, this was due to specific circumstances such as customer errors, late cancellations attracting cancellation fees per the booking terms, or lack of response from customers despite multiple follow-ups.

(ii) Regarding Section 2(28) - Misleading Advertisements: The 289 grievances did not concern advertisements made by the company. The grievances related to issues with bookings and accommodation services. The company's role is limited to facilitating bookings between customers and Travel Suppliers. There is no basis in the 289 grievances to conclude that the company engaged in misleading advertisements as defined under Section 2(28), especially in the absence of any allegations thereto at the first instance.

(iii) Regarding Section 2(47) - Unfair Trade Practices: The definition of "unfair trade practice" under Section 2(47) encompasses specific conducts including false or misleading representations about goods or services, false guarantees, and deceptive practices. The grievances related to issues with specific bookings, many of which arose from the conduct or services of Travel Suppliers (over whom the company has limited control given its intermediary role), customer errors or misunderstandings, or circumstances beyond the company's control. Where the company could provide resolutions, it did so, including by providing refunds and compensation even in cases where it was not legally obligated to do so. The provision of case-by-case resolutions based on the specific circumstances of each booking does not constitute unfair trade practice.

(p) It is also respectfully submitted that the 289 grievances represent a very small fraction of the total bookings facilitated by the Company in India during the period from April 2024 to October 2024. The Company facilitates millions of bookings annually in India, and the 289 grievances represent less than 0.01% of total bookings during the relevant period. While it takes each customer grievance seriously and has provided detailed responses and resolutions for each of the 289 cases, the existence of this small number of grievances in the context of the company's overall operations cannot support findings of systemic violations of Sections 2(9), 2(28), or 2(47).

12. Based on the request of the Opposite Party, the hearing was deferred to 18th December, 2025. During the hearing, Advocate Vivek Ayyagari appeared for the

Opposite Party along with CM Liong, authorised representative of the company and made following submissions:

- (a) It is pertinent to note that while the Notice is addressed to 'Agoda International India Private Limited', the digital travel platform www.agoda.com is operated by, and contractual relationships with India-based consumers and third-party travel suppliers are entered into by, Agoda Company Pte. Ltd, a Singapore-based legal entity.
- (b) In the reply dated 28.12.24 the resolution status of the total 289 grievances has been provided. Out of 289 grievances company was able to locate and process 234 cases and successfully resolved 161 grievances. The same has also been provided in the excel sheet.
- (c) The company showed to the authority the grievance officer details provided in Terms of use under India section. Also company submitted that the IT rules and E commerce rules, 2020 does not mandate that contact details must include telephone number. And it uses the word like which indicates that the list is illustrative rather than mandatory and exhaustive. (Referred para-31 of the reply dated 11.12.25).
- (d) The CCPA raised concerns regarding the grievance officer's details and contact number, stating they must be prominently displayed. The company has requested time for internal discussions on the matter. Meanwhile fresh NCH grievances from 16th October, 2024 to 15th December, 2025 was shared with the company for effective redressal.
- (e) Company was requested to submit documents which has been submitted to DG Investigation (CCPA) and a detailed report of the resolved 289 grievances.

13. In furtherance to the hearing held on 18th December, 2025, the company has submitted the requisite documents vide email dated 26th December, 2025. Based on this, a hearing was scheduled on 19th January, 2026 wherein Mr. Vivek Ayyagiri, Advocate represented the company and made following submissions:

- (a) The company has agreed to join the NCH convergence program.
- (b) In compliance with the CCPA directive, the grievance officer's details have been hyperlinked directly on the landing page. A direct telephone number has been omitted to prevent a high volume of prank calls and misuse, which adversely impacts employee efficiency. Instead, we maintain a dedicated team to efficiently handle and redress all grievances.

- (c) The company needs one more week to furnish a detailed report on the fresh NCH grievances provided to them.

14. The opposite Party through email dated 27th January, 2026, requested for extension of additional one (1) week to submit comments on list of additional grievances received from the National Consumer Helpline. Given the volume and nature of the grievances, the additional time would allow the company to ensure that each grievance is appropriately addressed with detailed responses and supporting documentation where necessary. Accordingly, CCPA granted extension and a hearing was scheduled on 09th February, 2026.

15. The Opposite Party submitted its comments on additional NCH grievances vide letter dated 29th January, 2026 which is as follows:

- (a) During a hearing on 18 December 2025, the CCPA suggested that Agoda incorporate a hyperlink (on its website) to the Grievance Officer information in a manner readily accessible to consumers. In response to this suggestion, Agoda has hyperlinked the Grievance Officer information on the landing page of its website. This was demonstrated to the CCPA during the hearing on 19 January 2026.
- (b) Agoda has decided to enrol in the programme, and this decision was communicated to the CCPA during the hearing on 19th January 2026.
- (c) Additionally, Agoda's has submitted its comments in respect of the additional list of grievances shared on 30th December 2025. The company has provided specific responses to grievances falling within the 'pending' and 'company has not responded within the timeline' categories, comprising 276 grievances. Agoda reiterates its continued willingness to co-operate and engage constructively with the Authority and respectfully requests to be informed should any further information, clarification, or action be required from its end.

16. On 09th February, 2026, a hearing was held where the opposite party was represented by Advocates Saikrishna Rajagopal and Vivek Ayyagiri, along with CM Liong, the company's authorized representative. The submissions presented are detailed below:

- (a) Agoda reiterates its decision to join the NCH convergence program for effective consumer redressal and the formalization process is currently underway.
- (b) Being a Singapore-based entity, the company is experiencing certain procedural challenges with its registration on the National Consumer Helpline (NCH). The NCH team has specified the requirement for a designated point-of-contact team based in India to represent Agoda Company Pte. Ltd.

Consequently, additional time is requested to establish this local team and effectively address grievances lodged on the platform.

17. The Opposite Party through email dated 02nd March, 2026 has submitted that *"We wish to update the Authority that the requisite forms and documentation with respect to the company's on boarding as an NCH Convergence Partner were submitted by us to the NCH. We are currently awaiting formal approval or communication from the NCH, including issuance of login credentials, to complete the registration process."*

18. During the hearing on 4th May, 2026, the Opposite Party submitted that it had on boarded as an NCH convergence partner; the CCPA duly took note of the email dated 2nd March, 2026. A subsequent hearing took place on 29th May, 2026, where the Opposite Party submitted that they joined the NCH Convergence programme by the second week of March. This platform provides robust support for resolving consumer grievances and improving customer satisfaction

19. Before delving into the specifics of the case, it is pertinent to examine the relevant legal framework that governs such transactions.

20. Grievances in NCH highlights deficiency in services, booking cancelled but money not refunded, booking cancellation without prior notice which violates the rights of consumers as class. 'Consumer rights' as defined under Section 2(9) of the Act, 2019 includes:

(ii) 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

(iii) the right to be assured, wherever possible, access to a variety of goods, products or services at competitive prices;

(iv) the right to be heard and to be assured that consumer's interests will receive due consideration at appropriate fora;

(v) The right to seek redressal against unfair trade practices or restrictive trade practices or unscrupulous exploitation of consumers.

(vi) The right to consumer awareness.

21. Section 2 (11) "deficiency" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service and includes— (i) any act of negligence or omission or commission by such person which

causes loss or injury to the consumer; and (ii) deliberate withholding of relevant information by such person to the consumer.

22. Section 2 (1) defines "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".

23. Subsequently, Section 2 (28) lays down "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;

24. Section- 2(47) of the Act, 2019 defines Unfair Trade Practice means a trade practice which for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice by falsely represents that the services are of a particular standard, quality or grade; and makes a false or misleading representation concerning the need for, or the usefulness of, any goods or services;

25. Rule 4 of Consumer Protection (E-Commerce) Rules, 2020 lays down Duties of e-commerce entities:

(2) Every e-commerce entity shall provide the following information in a clear and accessible manner on its platform, displayed prominently to its users, namely:--

- (i) legal name of the e-commerce entity;
- (ii) principal geographic address of its headquarters and all branches;
- (iii) name and details of its website; and
- (iv) contact details like e-mail address, fax, landline and mobile numbers of customer care as well as of grievance officer.

(3) No e-commerce entity shall adopt any unfair trade practice, whether in the course of business on its platform or otherwise.

- (4) Every e-commerce entity shall establish an adequate grievance redressal mechanism having regard to the number of grievances ordinarily received by such entity from India, and shall appoint a grievance officer for consumer grievance redressal, and shall display the name, contact details, and designation of such officer on its platform.
26. The CCPA observed that at the time of issuance of notice the Opposite party had not prominently displayed the contact details of Grievance Officer in a clear and accessible manner on the website /app of the platform as per the provisions contained in Rule 4(2) and Rule 4(4) of the Consumer Protection (E-Commerce) Rules, 2020.
27. The CCPA noted that in respect of the grievances lodged on the National Consumer Helpline concerning arbitrary cancellations, non-refund of bookings, and denial of services by unverified properties, the Opposite Party took action pursuant to the CCPA's notice by redressing the reported matters, thereby restoring consumer confidence and securing equitable outcomes for users.
28. The steps taken by the Opposite Party following the issuance of notice and during the proceedings were duly noted by the CCPA:
- (a) The Opposite Party updated its platform architecture to place a direct hyperlink to the Grievance Officer's information prominently on its landing page, ensuring transparency and ease of access for Indian consumers.
 - (b) The Opposite Party in its submission dated 27th October 2025, also introduced dedicated, India-specific telephonic support for its consumers with +91 country code since 3rd November 2025. This India-specific local number is +91 12469 02345 is accessible to customers with accommodations bookings through the chat support feature.
 - (c) It also stated that two toll-free numbers (0008 000 501620 and 0008 000 504386) are provided and operational for customer support. These toll-free numbers are made available to customers with bookings on the Agoda platform who contact the Opposite Party's customer service through the platform's chat support feature.
 - (d) Additionally, the Agoda platform provides a comprehensive Help section with detailed information to assist customers throughout their booking journey, including guidance on where to seek assistance.

- (e) It also submitted exhaustive, case-by-case reconciliations of vast majority of pending NCH grievances that resulted in full or partial refunds and compensatory remedies.
- (f) Opposite Party's formal enrolment and on boarding into the National Consumer Helpline (NCH) Convergence Program by the second week of March 2026.
- (g) The company has established an India-based point-of-contact team to integrate with the NCH convergence portal, thereby institutionalizing an official, time-bound framework to resolve consumer grievances swiftly.

29. Taking into consideration the detailed facts and findings mentioned above along with the oral and written submission made by the Opposite Party, CCPA issues the following directions mentioned herein under Section 20 and 21 of the Act, 2019:

- (i) The Opposite Party shall continue to maintain a direct, prominent hyperlink on the primary landing page and app home screen labelled "Grievance Redressal / Grievance Officer", containing the officer's name, designation, India-accessible email address, and dedicated nodal contact details.
- (ii) The Opposite Party shall maintain an active, dedicated India-based nodal team to handle, resolve, and close all escalated NCH complaints within the time frame prescribed under Consumer Protection (E-commerce) Rules, 2020.

The Opposite party shall submit the compliance report to the CCPA within 15 days from the date of this order.


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Nidhi Khare
Chief Commissioner


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Anupam Mishra
Commissioner