

Central Consumer Protection Authority

Krishi Bhawan, New Delhi - 110001

Case No: CCPA-2/54/2026-CCPA

In the matter of: Misleading advertisement, unfair trade practice and violation of consumer rights by Weblink.In Private Limited (trading as ExportersIndia.com) through the listing, hosting, advertising and facilitation of sale of Picric Acid, a regulated and hazardous explosive substance, on its e-commerce platform, under the Consumer Protection Act, 2019, read with the Consumer Protection (E-Commerce) Rules, 2020 and the Explosives Act, 1884 and the Explosives Rules, 2008 read with Notification No. GSR 625(E) dated 7th August, 1983.

CORAM:

Mrs. Nidhi Khare, Chief Commissioner

Mr. Anupam Mishra, Commissioner

APPEARANCES

For Weblink.In Private Limited: -

1. Mr. Sukrit R. Kapoor, Advocate
2. Mr. Vijay Shankar V.L., Advocate
3. Mr. Ashmit Dhawan, Advocate

Date: 10.09.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as 'CCPA' or 'the Authority') has been established under Section 10 of the Consumer Protection Act, 2019 (hereinafter referred to as 'the Act') to regulate matters relating to violation of consumer rights, unfair trade practices and false or misleading advertisements prejudicial to the interest of the public and consumers and to promote, protect and enforce the rights of consumers as a class. Section 18(1) of the Act provides that the Central Authority shall ensure that no false or misleading advertisement is made of any goods or services, prevent unfair trade practices and ensure that no person engages in unfair trade practices. Section 2(9) of the Act further recognizes the right of consumers to be protected against the marketing of goods, products, or services which are hazardous to life and property.

2. In exercise of its powers under Sections 18 and 19 of the Act, the CCPA carried out a sector-wide review of various e-commerce platforms to ascertain whether hazardous chemicals, explosive substances and related precursors including Ammonium Nitrate, Gun Powder, Picric Acid and Pentaerythritol Tetranitrate (PETN), all of which stand regulated, restricted or prohibited under the Explosives Act, 1884, the rules framed thereunder and other applicable law were being listed, hosted, advertised or otherwise made available for sale online.

3. In the course of preliminary inquiry, the CCPA found that a number of e-commerce entities and online platforms were permitting the listing, advertisement and facilitation of sale of such regulated and hazardous substances, thereby enabling access to highly sensitive materials without appropriate regulatory disclosures, warnings or traceability safeguards and exposing consumers and the public at large to serious risks to safety and security.

4. From the perusal of preliminary inquiry report, the CCPA found that Picric Acid was being listed, hosted, advertised and made available for purchase on the e-commerce platform ExportersIndia.com (www.exportersindia.com), operated by Weblink.In Private Limited (hereinafter 'the opposite party'), while allegedly concealing:

- i. Valid PESO (Petroleum and Explosives Safety Organisation) licence details of the seller;
- ii. Identity and licensed status of the buyer prior to completion of the transaction; and
- iii. Appropriate disclosures, cautions, or regulatory notices regarding the legal restrictions on the possession and use of the said substance and the penal consequences of unauthorized possession under the Explosives Act, 1884. **(Annexure-1)**

5. Picric Acid has been declared to be an 'explosive' by the Central Government vide Notification No. GSR 625(E) dated 7th August, 1983, issued under Section 17 of the Explosives Act, 1884, in supersession of the Commerce and Industry Department Notification No. 12455 dated 20th October, 1917, whereby picric acid, picrates and mixtures of picric acid were declared to be deemed explosives within the meaning of the said Act. Picric Acid is highly reactive and capable of being used in the manufacture of improvised explosives, thereby posing a grave risk to public safety and national security if its sale, possession, transport and use are not strictly regulated.

6. Taking cognizance of the above and in exercise of powers under the Act, the CCPA issued a Show Cause Notice dated 3rd June, 2026 to the opposite party calling upon it to furnish a response with supporting documents including:

- i. A list of all current and past listings of Picric Acid;
- ii. Complete details of sellers listing the said substance along with their regulatory compliance details;
- iii. Quantities sold in the last two years;
- iv. Copies of licences verified for sellers and buyers, along with details of the verification mechanism employed;
- v. Details of the buyer-verification mechanism, if any; and
- vi. Details of any imports, along with licences, invoices and regulatory approvals.

7. The opposite party, through Weblink.In Private Limited, submitted its reply dated 16th June, 2026 wherein it made the following submissions:-

- i. That at the outset, while the notice appeared to be addressed to 'Exporters India Limited', the platform ExportersIndia.com is owned and managed by Weblink.In Private Limited and the reply was furnished without prejudice to such clarification and without admitting any liability, contravention, wrongdoing, facilitation, knowledge, intent, participation, publication of misleading advertisement, unfair trade practice or any adverse allegation, treating the contents of the notice with utmost seriousness given the sensitive nature of the subject-matter and its public-safety and national-security implications.
- ii. That immediately upon receipt/knowledge of the notice, its technical and compliance teams undertook an urgent internal review, disabled/removed the identified listing/page from public visibility and took additional preventive steps to ensure that similar terms/listings do not recur.
- iii. That ExportersIndia.com is an online B2B platform which merely enables independent third-party users suppliers, manufacturers, exporters, buyers and service providers to create profiles, upload business information and publish product/service details and to receive business enquiries from other users; that its role is limited to providing digital infrastructure for the publication and discovery of such third-party listings; and that it is not a transactional e-commerce inventory platform, providing no add-to-cart, checkout, escrow, delivery, logistics, warehousing, product-custody, invoicing or payment-settlement mechanism, any commercial dealing being independent between

buyer and seller and outside the control, knowledge, possession and participation of the platform.

- iv. That the platform does not manufacture, store, stock, possess, sell, transport, import, export, deliver, invoice, warehouse or physically handle any product listed by third-party users and does not operate as a dealer, distributor, trader, consignee, transporter, warehouse operator, delivery agent or licensed operator in respect of Picric Acid or any other explosive/regulated/hazardous substance; and that the alleged listing was third-party user-generated content, neither authored, endorsed, certified, approved, possessed, sold, transported, delivered nor supplied by the platform, its Terms and Conditions providing that the party uploading such content remains solely responsible for the same.
- v. That the opposite party is an 'intermediary' within the meaning of Section 2(1)(w) of the Information Technology Act, 2000, entitled to safe-harbour protection under Section 79 thereof subject to compliance with applicable due-diligence requirements, which it follows; that its Terms and Conditions expressly provide that it does not represent either seller or buyer in specific transactions, does not charge commission from completion of transactions and has no part in transactions between buyers and sellers and accordingly does not control and is not responsible for the quality, safety, lawfulness, licensing status, availability, delivery or fulfilment of products/services offered by users.
- vi. That its Terms and Conditions require users to provide accurate information, use the platform only for lawful purposes and refrain from posting content whose sale/marketing is prohibited by law, while reserving the opposite party's right to remove unlawful content, cooperate with governmental authorities, disclose user information where legally required and suspend or terminate accounts; and that the present case is accordingly not one of participation in unlawful activity, but one where, upon notice, the platform promptly disabled the concerned listing and strengthened its preventive controls.
- vii. That the opposite party denies any direct sale, supply, possession, storage, dispatch, import, export, transport, handling or facilitation of transaction in respect of Picric Acid; that the record/screenshot relied upon in the notice itself shows independent third-party seller names and listing cards and an enquiry/contact-based functionality rather than any platform-controlled sale, checkout, delivery or payment mechanism; and that the statutory requirements under the Explosives Act, 1884 and the Explosives Rules, 2008 concerning manufacture, possession, storage, sale, transport and physical

handling are primarily applicable to persons/entities actually undertaking such regulated activities and not to an intermediary digital host which does not itself undertake them.

- viii. That the opposite party had no intention, actual knowledge, possession, control, role or participation in any unlawful sale, misuse, storage, transport or physical handling of Picric Acid; that it did not itself advertise Picric Acid as its own product, did not accept payment for its sale and did not represent that any person can lawfully purchase or possess it without complying with applicable law; and that, upon receipt of the notice, it treated Picric Acid as a high-risk/restricted keyword, disabled the concerned listing and updated its internal compliance mechanism, while acknowledging, without prejudice, that Picric Acid is a sensitive/regulated substance warranting such remedial action when brought to its knowledge.
- ix. That ExportersIndia.com does not process payments for the sale of third-party products; does not collect or remit sale consideration, issue invoices, arrange delivery, provide logistics support, warehouse goods, or physically verify, handle, pack, dispatch or deliver any goods; and has therefore neither facilitated nor commercially benefited from any alleged sale, possession, transfer, delivery or transport of Picric Acid.
- x. That the opposite party maintains a due-diligence mechanism including a blacklist/prohibited-keyword mechanism, developed with reference to available government/regulatory/publicly accessible restricted lists (including materials maintained by bodies such as the NCB/INCB), which is updated upon receipt of complaints, government directions, internal compliance review, identification of new sensitive terms, changes in the legal position and risk-based monitoring; and that, pursuant to the present notice, the term "Picric Acid" has been added to the restricted-keyword list, with the opposite party willing to consider any further official list of restricted substances, synonyms, CAS numbers or chemical identifiers that the Authority may provide.
- xi. That the opposite party had no intention, actual knowledge, control or role in any unlawful sale or misuse and does not encourage or permit unlawful listings; that, upon the matter being brought to its notice, it acted promptly and in good faith by removing the concerned listing, preserving available information and strengthening its filtering mechanism; and that, accordingly, no adverse inference of intentional concealment, misleading advertisement, unfair trade practice or facilitation of unlawful sale ought to be drawn against it.

- xii. That the specific measures taken after receipt of the notice included disabling the concerned listing/page/URL, preserving relevant information, instructing internal teams to identify and remove similar listings, adding "Picric Acid" to the blacklist mechanism, updating the automated filter to block future such listings, placing the concerned seller/listing under compliance review and initiating a broader internal review to strengthen restricted-products detection, escalation and takedown procedures all without admission of liability and solely in good faith and in the interest of public safety and cooperation with the Authority.
- xiii. That the opposite party does not adopt any unfair trade practice and has not made any misleading advertisement in relation to Picric Acid; that the alleged listing was third-party user-generated content neither authored nor independently advertised as the opposite party's own goods and it did not represent to consumers that such goods could be lawfully purchased without a licence, nor conceal any licensing requirement in any transaction conducted by it; and that, being an intermediary/information platform and not an inventory e-commerce entity, its Terms already require sellers to ensure the legality and accuracy of posted information.
- xiv. That the opposite party has complied with applicable intermediary due-diligence standards and taken prompt corrective action; that ExportersIndia.com hosts third-party electronic records and does not itself carry on any regulated activity requiring a licence, such as manufacture, storage, possession, transport or sale of Picric Acid or explosives; and that, without prejudice to the foregoing, it has taken note of the Authority's concern and strengthened its systems accordingly.
- xv. In response to the information sought in the notice: that a list of current and past listings and complete seller details were furnished as Annexures A and B; that the opposite party has not sold any quantity of Picric Acid, does not process sale transactions or possess data of quantities sold by independent sellers, any quantity shown in a listing being user-uploaded information only; that no licences were sought or verified for any seller, the opposite party having had no knowledge of the applicable restrictions and no means of verifying such licences until the listings were disabled; that no buyer-verification mechanism is adopted since no transaction takes place through the platform to its knowledge; that no imports have been undertaken, the opposite party being an IT service provider; and that buyer/enquiry details, takedown screenshots and an extract of its Terms and Conditions were furnished as Annexures C, D and E.
- xvi. That the opposite party has always cooperated with government departments, regulators and law-enforcement agencies and reiterates its willingness to assist the Authority with

available records; that it had, even prior to the present notice, requested the Authority to share an official list of restricted substances, synonyms, CAS numbers or chemical identifiers for the platform to block, but had not received any such list; and that it undertakes to continue strengthening its compliance framework and act promptly on any listing brought to its knowledge.

- xvii. The opposite party accordingly prayed that the reply be taken on record, that the Authority note the intermediary/information character of the platform and its absence of any role in payments, logistics, delivery, inventory or completion of transactions and accept the opposite party's bona fide compliance and close the proceedings without adverse action; or, in the alternative, that it be granted an opportunity of personal hearing before any adverse order is passed.

8. The CCPA examined the opposite party's reply and observed the following:-

- i. That the data submitted by the opposite party under its own annexures prima facie indicates that transactions involving chemical variants such as Picric Acid may have been carried out in India during the preceding two years through its platform; and that the opposite party's submissions of being a non-transactional intermediary and its reliance on its Terms and Conditions to place responsibility for the legality of uploaded content on third-party sellers did not prima facie conclusively rule out the possibility that the opposite party had failed to monitor listings and restrict unauthorized or restricted listings.
- ii. That the opposite party's claimed entitlement to "safe harbour" under Section 79 of the Information Technology Act, 2000 appeared prima facie not to be conclusively established on the material available. Having regard to Section 79(2) (c) (due diligence) and the exceptions under Section 79(3) (a) and (b); that the listing of hazardous and explosive substances without apparent monitoring of sellers, purchasers or licensing information prima facie raised concern in this regard. The opposite party appeared to have only temporarily removed the impugned listings upon receiving actual knowledge through the Show Cause Notice, rather than permanently disabling access.
- iii. That the opposite party did not appear prima facie to have placed on record adequate material establishing the nature of any user-verification mechanism, or demonstrating compliance with Rule 4(3) and Rule 5(1) of the Consumer Protection (E-Commerce) Rules, 2020.
- iv. Its stated lack of prior knowledge of the regulated nature of the products in issue prima facie suggested a possible gap in monitoring and that the fact that listings were blocked

only after the Show Cause Notice prima facie suggested that such products may have remained available for listing.

9. In view of the above, the CCPA formed the prima facie view that a case of unfair trade practice and misleading advertisement under Sections 2(47) and 2(28) of the Act read with the Consumer Protection (E-Commerce) Rules, 2020 was made out against the opposite party and accordingly, in exercise of powers under Section 19(1) of the Act, forwarded the case to the DG (Investigation) on 25th June, 2026 for detailed investigation.

10. The DG (Investigation) submitted its Investigation Report on 07th August, 2026. The key findings of the Investigation Report are as follows:-

- i. During the course of the investigation, it was observed that the company hosted and facilitated the sale of Picric Acid on its platform up to and including June 2026 without ensuring compliance with mandatory regulatory safeguards. The listings neither disclose nor verify the seller's valid PESO license, the buyer's eligibility. Further, the platform fails to display appropriate warnings to the consumers regarding the legal restrictions governing the possession, purchase, and use of Picric Acid, as well as the penal consequences arising from unauthorized possession.
- ii. The omission of such material information specifically regarding the licensing requirements, buyer's eligibility and lawful usage conditions deprives consumers of essential information required to make informed purchasing decisions and exposes them to legal and safety risks.
- iii. Although the company subsequently removed the impugned listings from its platform and implemented a blacklist/prohibited keyword mechanism, such removal does not absolve it of liability for the period during which the products remained available for sale. Subsequent corrective measures cannot negate or cure the violation that has already occurred.
- iv. 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, it is required to exercise reasonable due diligence and oversight over listings hosted on its platform. The company cannot disclaim responsibility solely because the products were uploaded by third-party sellers.
- v. The company's submission that the impugned listings were uploaded by third-party sellers who had accepted the platform's Terms & Conditions, thereby assuming sole responsibility for the legality of the listings, is not tenable. The ability of sellers to

upload and maintain listings of a highly regulated substance without adequate scrutiny reflects gross negligence and deficiencies in the company's seller onboarding procedures, product verification and content moderation mechanisms.

- vi. Such deficiencies demonstrate a failure on the part of the company to exercise the degree of due diligence expected of a marketplace platform dealing with regulated products. This responsibility cannot be avoided or contractually delegated to third-party sellers.
- vii. Further, the company failed to furnish proper documentary evidence regarding the copies of valid licences issued by the competent authority that were verified for each such seller. Even assuming the company functions as an intermediary, it is expected to maintain and produce reasonable records demonstrating the due diligence measures undertaken by it in respect of regulated products.
- viii. The company contends that it does not earn revenue from the actual sale of products. However, it earns revenue through membership fees paid by sellers for listing their products on its platform. The very existence of a paid membership model indicates that sellers who pay such fees receive certain benefits and advantages over non-members. In such circumstances, the company's role cannot be regarded as that of a purely intermediary/information platform.
- ix. Furthermore, where the company earns revenue from the listing of products, it assumes a corresponding obligation to exercise reasonable oversight and monitoring of such listings. Permitting regulated products to be listed without adequate scrutiny while simultaneously generating revenue from listing-related services raises serious concerns regarding compliance and accountability.
- x. Additionally, the company's contention that it is an information platform where third-party users create business profiles and upload product information, and that any commercial dealing is outside the control, knowledge, possession and participation of the platform. However, the investigation reveals that the platform enables real-time communication, negotiation, and exchange of product details between buyers and sellers within its own interface. Such structured facilitation of interactions goes beyond a passive information platform and is inconsistent with the company's submissions.
- xi. Although transactions may not be formally concluded through the platform itself, the in-platform chat substantially contributes to the discussions regarding the products. This degree of involvement distinguishes the platform from a mere intermediary and warrants closer scrutiny under the Consumer Protection Act, 2019 and the obligations applicable to marketplace ecommerce entities.

- xii. A significant contradiction emerged in the stand taken by the company. The company's claim of being a mere intermediary is inconsistent with its actual business practices. Under its "Membership Plan", the company offers paid plans that provide sellers with greater visibility and exposure for their products. It also offers a V-Trust Certificate for an additional fee, indicating to customers that the seller has been verified by the platform.
- xiii. Various testimonials available on the website also demonstrate that the company's paid membership services help sellers increase sales and engage with more buyers. This indicates that the company actively promotes and gives greater visibility to sellers who purchase its membership plans, thereby conferring commercial advantages on paying sellers to generate its own revenue. Such conduct reflects an active role in the operation of the platform rather than that of intermediary. Despite this active involvement, the company seeks to evade liability by shifting the entire responsibility to the sellers.
- xiv. The platform prominently advertises itself as having "50 Lakh+ Verified Buyers" and actively promotes services aimed at assisting buyers in procurement. Having represented itself as a platform serving buyers, the company cannot subsequently deny the existence of a consumer relationship solely to avoid its statutory obligations under the Consumer Protection Act. Further, the platform actively facilitates buyer-seller engagement through features such as "Tell Us Your Requirement & Get Best Quotes!" demonstrating that its role extends beyond merely hosting information.
- xv. The investigation revealed that the platform cannot be regarded as an exclusive B2B marketplace, as it allows individual consumers to access listings and interact with sellers without verifying their business status. During buyer registration, neither a GST number nor proof of business identity is required, and even the "Company Name" field is optional. Registration requires only a phone number and an email address, after which any user can contact sellers directly.
- xvi. The overall investigation indicates that the company's primary focus appears to be on promotion of its membership services rather than ensuring transparency, accountability, and consumer protection.
- xvii. Exporters India Limited is in violation of Sections 2(9), 2(28) and 2(47) of the Consumer Protection Act, 2019, as it facilitated the listing and sale of Picric Acid without disclosing material information and legal restrictions governing its possession, purchase and use. Such concealment exposed consumers to legal and safety risks, impaired their ability to make informed decisions, constituting misleading advertisement, and amounted to an unfair trade practice.

- xviii. The company is further in violation of Section 6A read with Sections 9B and 9C of the Explosives Act, 1884, by facilitating the listing and sale of Picric Acid on its platform without ensuring that its sale or delivery was restricted to duly authorised and licensed persons, as required under the statutory framework governing explosives.
- xix. The company has failed to ensure compliance with the Explosives Rules, 2008 (as amended from time to time), read with Notification No. G.S.R. 625(E) dated 07.08.1983 issued under Section 17 of the Explosives Act, 1884, whereby Picric Acid has been declared to be an explosive. By permitting the listing of such a regulated substance without verifying the existence of valid licences, the eligibility of purchasers or compliance with the statutory restrictions governing its possession, sale and transfer, the company failed to adhere to the mandatory regulatory safeguards applicable to explosives.
- xx. The company's conduct demonstrates a lack of due diligence expected from a marketplace e-commerce entity and is in violation of Rule 5 of the Consumer Protection (E-Commerce) Rules, 2020, as it failed to ensure that no unfair trade practice was adopted on its platform and did not ensure accurate and complete disclosures, thereby resulting in failure to enable informed consumer decision-making in respect of a regulated product.
- xxi. In view of the above, as per the investigation conducted, a case relating to the violations under the Consumer Protection Act, 2019 and the above-mentioned statutes stands established.
11. Thereafter, the Investigation Report was shared with the opposite party on 21st August, 2026 and it was afforded an opportunity to file written comments thereon, along with a hearing fixed for 7th September, 2026.
12. The opposite party submitted a written reply dated 5th September, 2026 in response to the Investigation Report wherein it made the following submissions:
- i. That there is no legal entity named "Exporters India Limited"; the correct and only entity concerned is Weblink.In Private Limited and no liability can be mechanically fastened without the correct entity being formally arrayed on record.
 - ii. That the jurisdiction of this Authority under Sections 10 and 18 of the Act is predicated upon protecting and promoting the rights of consumers as a class, preventing unfair trade practices and regulating consumer transactions; that the opposite party operates strictly as a B2B search, directory and enquiry interface facilitating interactions exclusively between commercial, manufacturing and trade entities, such that no retail

consumer transaction is possible, designed or executed through the Platform and that Picric Acid, being a highly reactive, hazardous and regulated industrial and explosive chemical, cannot under any interpretation be categorised as a standard consumer good meant for personal, family or household consumption, such that there is no consumer harm or consumer transaction within the meaning of Section 2(9) of the Act and the CCPA accordingly lacks statutory jurisdiction to adjudicate upon B2B listings of industrial chemicals.

- iii. That a crucial factual distinction exists between the present case and Dial4Trade Technologies Private Limited (CCPA Order dated 1st September, 2026), where CCPA's decision was heavily predicated upon the fact that Dial4Trade permitted the purchase of Ammonium Nitrate in quantities as low as a single unit, without any minimum-order or bulk-procurement condition. Whereas, in the present case, Annexure A of the Investigation Report, Picric Acid is listed on the Platform strictly in bulk, industrial trade quantities and packaging, for instance, Minimum Order Quantities of 35 Metric Tons, 100 Kilogram and 50 Kilogram (packed in 25 kg bags) and sale in bulk-pack bottle units and not in single-piece or small retail packs of the kind that could conceivably be accessed by an individual consumer; that an ordinary retail consumer neither purchases nor enquires about a hazardous explosive chemical in multi-ton or bulk-kilogram trade lots; and that the Investigation Report does not identify any completed retail consumer purchase or transaction of the substance through the Platform.
- iv. That the licensing, possession, storage, sale, transport and safety of explosives are governed by a specialised statutory framework consisting of the Explosives Act, 1884, the Explosives Rules, 2008 and the Explosive Substances Act, 1908, administered and enforced exclusively by the Petroleum and Explosives Safety Organisation (PESO) and other competent licensing authorities designated thereunder and being merely an intermediary platform, the opposite party does not facilitate or undertake the licensing, sale, possession, storage, transportation or regulation of the safety of explosives and hazardous chemical substances, such duties being principally imposed upon and supervised in relation to, the persons undertaking those regulated activities.
- v. That digital platforms cannot be mechanically treated or penalized as sellers or transaction facilitators merely by virtue of providing an online platform for listings, searches or interactions between third parties, relying on the Hon'ble National Consumer Disputes Redressal Commission's (NCDRC) orders in Meta Platforms Inc. v. CCPA (Appeal No. NC/CCPAA/8/2026, order dated 6th May, 2026) and Infocom

Network Private Limited (Tradeindia.com) v. CCPA (CCPAA No. 8 of 2026, order dated 11th May, 2026), staying coercive steps and recognizing the distinction between a non-transactional B2B informational directory and a retail-selling e-commerce platform; and that, unlike Dial4Trade, where this Authority found a lack of immediate voluntary compliance and an absence of effective keyword filters evidencing continued facilitation, the opposite party has acted with demonstrable good faith, promptly disabled the impugned listings and proactively strengthened its ex-ante compliance architecture.

- vi. That the opposite party denied hosting or facilitating the sale of Picric Acid, reiterating that ExportersIndia.com is a non-transactional digital directory with no checkout, payment-gateway, escrow, shipping or order-fulfilment mechanism such that no commercial transaction can legally or technically be executed on or through the Platform; that enforcement of licensing, storage, transport and delivery regulations under the Explosives Act, 1884 falls squarely within the statutory domain of PESO and the State Licensing Authorities and cannot be fastened upon a passive digital search interface; that no “consumer” is deprived of information or exposed to risk, Picric Acid being an exclusively high-risk B2B industrial input; and that, relying on *Shreya Singhal v. Union of India*, (2015) 5 SCC 1, its obligation to act was triggered only upon “actual knowledge”, prior to which it had received no notice, directive or complaint from any court, law-enforcement agency or sectoral regulator including PESO and that, beyond reactive removal, it had voluntarily upgraded its pre-existing Apache Solr-based search-matching engine to permanently block and blacklist “Picric Acid”, which it stated had been implemented as part of its due diligence and compliance framework well before the Show Cause Notice.
- vii. That the opposite party satisfies every condition for safe-harbour protection as an “intermediary” under Section 2(1)(w) read with Section 79 of the Information Technology Act, 2000, which expressly defines an intermediary to include online marketplaces and digital search directories, being passive [Section 79(2)(a)], neither initiating transmissions nor selecting the receiver or modifying the information contained therein [Section 79(2)(b)] and observing due diligence under Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 [Section 79(2)(c)], including by publishing its Terms & Conditions and Privacy Policy, maintaining a grievance-redressal mechanism and deploying technological prohibited-keyword filters; and that, unlike transactional platforms such as Amazon or Flipkart which charge sales-linked commissions and actively control the

contract of sale, the opposite party operates on a flat membership-subscription model, provides its platform free of cost to thousands of members and neither issues invoices nor receives any commission or consideration from transactions concluded between users.

- viii. That the practical complexity of preventive keyword-blocking was illustrated with reference to the expression “explosive” itself: while expressions such as “industrial explosives”, “slurry explosives”, “detonators” or “blasting explosives” may require prohibition or regulatory review, expressions such as “explosive detector”, “explosive detection kit”, “explosion-proof motor” and “explosion-proof lighting” are legitimate industrial safety/detection products, such that mechanical blocking of every listing containing the word “explosive” would suppress lawful industrial and commercial listings; that its restricted-product screening mechanism was not created for the first time pursuant to the present proceedings but had, much prior thereto, comprised an extensive negative/restricted-product repository and an Apache Solr-based screening engine; and that the present case accordingly does not concern the absence of a preventive compliance framework, but the fact that the specific term “Picric Acid” had not, at the relevant time, been incorporated into an already-existing and continuously evolving restricted-product repository.
- ix. That the “V-Trust Certificate” is a limited business/document verification service checking only specified particulars, such as founder/business particulars, establishment year, business type, GSTIN, legal status, registration particulars, business address, mobile number and email ID as applicable and does not amount to certification of the legality of any product listed by a member, verification of any sector-specific licence including a PESO licence, or a guarantee of any subsequent buyer-seller transaction; that Clause C of its Terms and Conditions expressly discloses that “the Site has no expertise in the domain of intellectual property rights of anyone. It is beyond our scope to verify that the User of the Site have posted ONLY products on which they have complete authorization/selling rights”; and that the V-Trust Certificate itself specifies only that certain “details of the company have been verified”, with its Terms of Use expressly clarifying that V-Trust is not a substitute for traditional due diligence, provides indicative information only and does not guarantee the quality, reliability or financial stability of any product, service or business features said to distinguish it from Flipkart’s active, algorithmically-assigned quality/trust tags such as “Flipkart Assured” considered in the Flipkart Toys case.

- x. That the expression “50 Lakh+ Verified Buyers” and features such as “Tell Us Your Requirement & Get Best Quotes!”, refer exclusively to registered business entities seeking to procure goods or services for commercial or industrial purposes and cannot be read to denote retail consumers within the meaning of Section 2(7) of the Act; that the expression “Verified Buyers” refers only to the verification parameters actually applied by the Platform (mobile-OTP verification) and does not represent that any buyer has been verified as holding a sector-specific licence or statutory eligibility to purchase a controlled product; and that the optional nature of the “Company Name” field at buyer registration accommodates sole proprietorships, researchers and small-scale industrial traders and cannot be determinative of the character of the Platform or of the nature of the transactions facilitated thereon.
- xi. That, on the strength of the foregoing, no “misleading advertisement” arises under Section 2(28) of the Act, since the opposite party neither authored, edited, represented, certified nor endorsed the impugned listings, which were entirely third-party user-generated content and since, unlike the Ammonium Nitrate listings in Dial4Trade which were accompanied by sensational photographic imagery depicting active explosions and blast effects calculated to draw public attention and induce purchase, the opposite party’s B2B listings were completely devoid of any such sensational or inducing imagery and consisted solely of plain, dry, purely technical text-based directory entries; and that no violation of Rule 5 of the Consumer Protection (E-Commerce) Rules, 2020 arises, Rule 5 regulating marketplace e-commerce entities in relation to consumer-facing transactions and being incapable of compelling a non-transactional B2B digital search directory to maintain invoices, sale-quantity records or transport permits that are never generated on, submitted to, or controlled by, the Platform.
- xii. That, without prejudice to the foregoing and without admission of liability, the opposite party has undertaken the following voluntary remedial measures: immediate takedown of all Picric Acid listings identified in, or traceable from, the Show Cause Notice and the Investigation Report; expansion of its Apache Solr-based restricted-keyword screening engine to permanently blacklist “Picric Acid” together with its synonyms, chemical abbreviations, CAS numbers and spelling variations; introduction of a seller-verification undertaking, under which the concerned member is required to furnish an undertaking on company letterhead confirming legal authority and possession of applicable licences, with licence-controlled or high-risk listings kept on HOLD and the applicable licence/authorisation or supporting document sought and reviewed before

activation; a risk-based listing-classification framework comprising HARD BLOCK/AUTO REJECT, MANUAL REVIEW/HOLD and ALLOW categories; an expanded repository of approximately 500 additional high-risk and restricted terms, with the blacklist being actively broadened to cover the wider class of explosive, restricted and hazardous chemicals governed by the Explosives Act, 1884, the Explosive Substances Act, 1908 and the Manufacture, Storage and Import of Hazardous Chemical Rules, 1989; continued active onboarding on the Government of India's Sahyog Portal (MHA/I4C); ongoing implementation of prominent warning disclaimers on search-result and category pages; and a repeated request that CCPA and other competent departments furnish a consolidated, standardised database of restricted chemical identifiers, synonyms and CAS numbers for integration into its screening systems.

13. The CCPA conducted a hearing on 7th September, 2026, wherein Mr. Sukrit R. Kapoor, Mr. Vijay Shankar V.L. and Mr. Ashmit Dhawan, Advocates, appeared on behalf of the opposite party and made, inter alia, the following submissions:-

- i. That the opposite party's platform is, in substance, akin to a 'directory' or 'yellow pages', where a seller merely furnishes contact details for others to view; that no invoice is generated and no transaction is concluded on the platform itself; that any transaction, if it takes place at all, occurs entirely offline; and that the opposite party has no knowledge whether any transaction is, in fact, ever concluded between the parties who connect through its platform.
- ii. That Section 6A of the Explosives Act, 1884 is titled "prohibition of manufacture, possession, sale or transport of explosives by young persons and certain other persons" and that the opposite party has neither manufactured, possessed, sold nor transported Picric Acid and does not fall within the class of persons prohibited under the said provision; and that Section 6B, pertaining to the grant of licences, is directed at persons seeking to manufacture explosives, which the opposite party does not undertake.
- iii. That, by way of comparison, Section 13 of the Insecticides Act, 1968 expressly extends to any person who desires to "manufacture, sell, stock or exhibit for sale" any insecticide and Rule 10E of the Insecticides Rules, 1971 expressly obliges an e-commerce entity, before permitting the online sale of insecticides, to verify the validity of the concerned licensee's licence; that no comparable provision exists under the Explosives Act, 1884 or the Explosives Rules, 2008, casting an equivalent obligation upon an e-commerce entity to verify sellers' licences; and that, in the absence of such

an express statutory obligation, the Investigation Report's finding that the opposite party failed to put in place sufficient mechanisms to verify sellers is, according to the opposite party, not sustainable in law.

- iv. That the opposite party has, in any event, discharged its obligations under Section 79(3)(b) of the Information Technology Act, 2000 by promptly disabling access to the impugned listings, i.e. "the very next day or the day after", upon receiving notification; that it has not "vitiating any evidence" and has been fully transparent in disclosing all listings on its platform; and that, per paragraph 122 of *Shreya Singhal v. Union of India*, (2015) 5 SCC 1, an intermediary's obligation to remove content arises only upon actual knowledge through a court order or government notification and cannot be equated with an obligation to pre-emptively assess the legality of every listing on a platform of its scale.
- v. That the listings of Picric Acid identified in the annexures to the Show Cause Notice and Investigation Report, some dating back several years, have since been taken down in their entirety and that no product of the description in issue presently remains accessible on the opposite party's platform.
- vi. That the opposite party has not initiated and does not consider itself competent to initiate, any legal action against the sellers who listed the impugned products, on the ground that it is not itself a regulator but that it has blacklisted the entire product category of Ammonium Nitrate, PETN and Picric Acid, together with associated synonyms and chemical formulations, at the keyword level, so that no such product can be listed on its platform again, as more particularly described in the risk-based classification framework and SOP (Document No. 1) filed with its written reply.
- vii. That the opposite party does not charge any fee for an ordinary listing and derives revenue predominantly from optional membership/promotional plans ranging from approximately Rs. 10,000-15,000 to higher amounts for a defined time period which merely afford a paying seller's listing greater visibility or precedence in search results and are not tied to the sale of any specific product or category of product.
- viii. That the opposite party's counsel placed on record an oral assurance and undertaking that Weblink.In Private Limited assures the Authority that none of the products in question Ammonium Nitrate, PETN or Picric Acid will ever be traded or listed on its platform in future.

14. It is important to note that at the outset, on the objection regarding misdescription of the opposite party, the CCPA notes that the platform ExportersIndia.com, which is the subject-matter of the present proceedings, is admittedly owned, operated and managed solely by Weblink.In Private Limited, which has throughout these proceedings responded to the Show Cause Notice, participated in the investigation and filed its written reply and made oral submissions through counsel at the hearing, without any demonstrated prejudice on account of the description used in the Show Cause Notice. The CCPA accordingly directs that the cause title and records of the present proceedings be corrected to reflect Weblink.In Private Limited (trading as ExportersIndia.com) as the opposite party and proceeds to determine the matter on merits.

15. Section 2(1) of the Act defines “advertisement” to mean “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.” The definition 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. The impugned listings of Picric Acid, hosted on the opposite party’s e-commerce platform and accessible over the internet comprising product descriptions, including, as demonstrated by the annexures to the Show Cause Notice, listings expressly identifying the chemical (2,4,6-Trinitrophenol, UN ID 1344, Hazard Class 4.1), together with a facility to contact the seller and negotiate the transaction constitute a “visual publicity” and “representation” made by means of “electronic media, internet or website” within the meaning of Section 2(1) of the Act and accordingly qualify as an “advertisement” thereunder. The opposite party, by hosting, displaying and disseminating such listings on its platform, is the medium through which the advertisement was published and made available to consumers.

16. The opposite party’s main contention is that it is a non-transactional B2B search/directory platform akin to a ‘yellow pages’, dealing exclusively in industrial-grade, high-risk chemicals meant for authorized business use and is therefore outside the ambit of the Act and the Consumer Protection (E-Commerce) Rules, 2020. This contention cannot be accepted as explained in the following paragraphs.

17. It may be noted that the opposite party's platform is not being operated "for any public good" in the manner of a public utility; it derives a direct commercial benefit from the engagement generated on it, as is borne out by its own admissions regarding its membership and verification-fee structure, discussed further below. On the opposite party's own logic that it bears no responsibility for listings uploaded by third parties, of which it disclaims all knowledge, a platform could equally disclaim responsibility if licensed firearms, licensed narcotics or other unlawful items are to be listed by third-party users; such a proposition cannot be allowed in respect of a platform that is not a mere passive conduit but an organized commercial venture bringing together buyers and sellers of a statutorily regulated and hazardous commodity. Nor does it assist the opposite party to say that, unlike narcotics, Picric Acid may lawfully be dealt with by licensed persons. It is precisely this licensing and eligibility gate-keeping that the opposite party's platform failed to enforce, since permitting a regulated substance to be dealt with by licensed persons alone presupposes verification of such licence, which the opposite party has admittedly never undertaken.

18. It may also be clarified that the case against the opposite party is not that it has itself manufactured, sold or otherwise dealt in Picric Acid but that it failed to ensure that users of its platform were informed of the highly regulated character of this substance and of the licensing requirements attaching to its lawful purchase and possession safeguards that would ordinarily attend any physical-world transaction in such a substance.

19. 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 subscription/membership 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 is examined further below in the context of the opposite party's revenue model, its V-Trust Certificate and its in-platform buyer-seller engagement features.

20. The opposite party's objection that the CCPA lacks jurisdiction because no "consumer" within the meaning of Section 2(7) of the Act is involved in a B2B listing of an industrial chemical cannot be accepted. The mandate of CCPA under Sections 10 and 18 of the Act

extends to preventing unfair trade practices and misleading advertisements “*prejudicial to the interest of the public and consumers... as a class*”.

21. Section 2(9) of the Act constitutes of the right to be protected against the marketing of goods hazardous to life and property. It is a substantive right conferred without any exception for goods marketed to commercial buyers. In any event, having regard to the findings recorded below regarding the absence of any effective verification of the business or commercial status of persons accessing the platform, the opposite party cannot resist CCPA’s inquiry by stating that only verified commercial non-consumers access its listings.

22. It is important to note that buyer registration on the platform requires only a phone number and an e-mail address; the “Company Name” field is optional and no GSTIN, business licence or other proof of business identity is verified before a user is permitted to browse listings and contact sellers directly. The platform is using terms like “50 Lakh+ Verified Buyers” and inviting any visitor to “Tell Us Your Requirement & Get Best Quotes!”

23. The opposite party relies on Minimum Order Quantities of 35 Metric Tons, 100 Kilogram and 50 Kilogram (packed in 25 kg bags), as recorded at Annexure A of the Investigation Report, to contend that Picric Acid is listed exclusively in bulk, industrial trade quantities. However, the opposite party’s own platform, as depicted in the annexures/screenshots annexed to the Show Cause Notice, also listed Picric Acid at retail-accessible price points and packaging sizes including a listing priced at ₹100 per bottle with a Minimum Order Quantity of 100 bottles, a further listing with a packaging size of as little as 100 millilitres and packaging sizes elsewhere described as ranging from “100 Gms to Tons Lots” directly at odds with the submission that only bulk, industrial-scale enquiries are transacted on its platform. A quantity of 100 millilitres is a quantity capable of being procured by an individual for personal or non-industrial use and its presence on the platform, unaccompanied by any licence or eligibility check materially weakens the opposite party’s characterization of its listings as confined to industrial trade lots. Such listing were on the opposite party’s platform without any verification of requisite license of an explosive substance in industrial-scale quantities to unverified counterparties presents a graver risk to public safety and national security than a retail-quantity transaction. The safeguards under the Explosives Act, 1884 and the Explosives Rules, 2008 apply with full force irrespective of the quantity involved and the absence of any seller-licence or buyer-eligibility verification in respect of either bulk or retail-quantity enquiries is a serious aggravating feature of the present case.

24. A platform that holds itself out in this manner and does not verify the business status of the persons accessing it cannot resist CCPA's inquiry by unilaterally re-characterizing its own user base and product access as exclusively institutional and bulk in nature, particularly where on the same record listings at both ends of the quantity spectrum coexist without differentiation in the verification safeguards applied to either. Nor does the record support the opposite party's characterization of its platform as a business-to-business marketplace on the seller's side of the transaction. A B2B marketplace ordinarily presupposes that both counterparties to a prospective transaction are verified as businesses which in the ordinary course would require both buyer and seller to hold and furnish a GST registration number. The opposite party's own onboarding page, as depicted in the annexures to the Show Cause Notice and headed "Register your Company FREE", permits a seller to create an account and list products on the platform upon furnishing no more than a name, an optional company name, a mobile number and an e-mail address; no GSTIN, business licence or other proof of business identity is sought or verified at the point of seller registration, in the same manner as buyer registration discussed above.

25. A platform that requires a GST number from neither the buyer nor the seller before permitting a query, quotation request or product listing to be made cannot be described as an exclusively business-to-business marketplace. The absence of any GST-based or comparable business-verification gate-keeping on either side of the transaction is a further independent indicator that the opposite party's platform is open to individual and unverified users and not confined to verified commercial counterparties reinforcing the findings recorded above regarding the platform's true character.

26. 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 "directory" with no knowledge of whether any transaction is concluded. 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 simultaneously contend that responsibility for regulatory compliance rests exclusively with third-party sellers.

27. The CCPA finds considerable force in the Investigation Report's findings that the opposite party's revenue model and platform features are inconsistent with the posture of a passive intermediary and consistent instead with the indicia of active participation discussed in *Christian Louboutin* (supra). The opposite party has itself confirmed that it charges membership/subscription fees ranging from approximately Rs. 10,000-15,000 to higher amounts for a defined period to sellers seeking greater visibility or precedence for their listings. It offers a paid 'V-Trust Certificate' held out to instill buyer confidence in a seller and it enables real-time, in-platform negotiation between buyers and sellers through a chat and enquiry-dashboard facility. These features, taken together, demonstrate that the opposite party actively promotes commercial engagement on its platform and derives a direct commercial benefit from doing so. A platform that markets itself in this manner to both buyers and sellers and profits from increased engagement between them cannot simultaneously disclaim any responsibility for the character of the listings it hosts and profits from.

28. Rule 3 of the Consumer Protection (E-Commerce) Rules, 2020 defines a "marketplace e-commerce entity" as an e-commerce entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers. Having regard to the opposite party's own admissions that it provides a digital platform enabling sellers to list products and buyers to discover and contact them. It charges fees for enhanced visibility, it verifies and displays a 'trust' indicator against sellers and that it enables in-platform negotiation between buyers and sellers, the CCPA holds that the opposite party squarely answers this description and is a "marketplace e-commerce entity" within the meaning of the said Rules. The obligations under Rule 4(3) and Rule 5 of the said Rules, discussed further below, therefore apply directly to the opposite party.

29. 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 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 force to an explosive substance such as Picric Acid, having regard to the grave and immediate risk to public safety and national security that unverified access to such a substance entails.

30. The CCPA finds that the opposite party's own "verified" (blue tick) indicator and "V-Trust Certificate" against seller listings constitute an independent and freestanding instance of misleading representation. It is significant that the said "verified" (blue tick) indicator appears against the overwhelming majority of the seller listings depicted in the annexures to the Show Cause Notice and Investigation Report, such that it is not an isolated or occasional feature confined to a handful of sellers but a pervasive visual cue encountered by an ordinary visitor across virtually every listing of Picric Acid on the platform. As admitted by the opposite party during the hearing and as recorded in its written reply, the tick and the V-Trust Certificate denote nothing more than confirmation of specified business particulars such as a seller's mobile number, self-furnished GSTIN, business address and registration details, without any independent verification of business identity, licensing, or legal eligibility to deal in Picric Acid.

31. The opposite party's own Clause C of its Terms and Conditions candidly discloses that "the Site has no expertise... [and it is] beyond our scope to verify that the User of the Site have posted ONLY products on which they have complete authorization/selling rights." The difficulty with the opposite party's position is not that such a disclaimer does not exist, but that it exists only in the fine print of the Terms and Conditions and the V-Trust Certificate's own terms of use, while the blue tick and the certificate badge itself are displayed prominently, against the majority of sellers, to an ordinary visitor at the point of viewing a listing, without any equally prominent qualification at that point of decision. A prospective buyer viewing such a "verified" tick or V-Trust badge against a seller of a regulated explosive substance would reasonably infer that the opposite party had undertaken some due diligence or vetting of that seller before according it this visible mark of approval when in truth no such due diligence or vetting of the seller's credentials, licensing status or legal compliance was in fact undertaken by the opposite party at all. A disclaimer buried in a separate terms-of-use document does not cure a misleading visual representation of this kind repeated as it is across the great majority of the listings, made at the point of the listing itself. This is a representation likely to mislead consumers as to the nature and reliability of the sellers listed on the opposite party's platform, within the meaning of Section 2(28) (ii) of the Act and an unfair and deceptive practice within the meaning of Section 2(47) of the Act.

32. Picric Acid has stood expressly classified as an ‘explosive’ under the Explosives Act, 1884 since 1983, over four decades prior to the events in issue and is capable of forming highly sensitive and unstable metal picrate salts on prolonged, uncontrolled contact with metals, rendering it liable to accidental detonation if not stored and handled under appropriate regulatory conditions; it has a well-documented history of use as a military and improvised explosive. Its unverified, retail-accessible availability for enquiry and purchase, at price points as low as a per-bottle basis and without any licence or eligibility check, as noted above, is a significantly serious lapse and materially aggravates the opposite party’s accountability in the present case.

33. The Hon’ble Supreme Court in *M.C. Mehta v. Union of India*, (1987) 1 SCC 395 (the Oleum Gas Leak case) 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 Picric Acid on its platform.

34. 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 under the Explosives Act, 1884 or the Explosives Rules, 2008, is misplaced. The safe harbour under Section 79 is conditional upon compliance with the due diligence obligations prescribed under Section 79(2), including the general due-diligence obligation under Section 79(2)(c) and Rule 3(1)(b) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, which independently obligates every intermediary 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 hosted, displayed, uploaded or published on its platform.

35. The “actual knowledge” standard in *Shreya Singhal* governs an intermediary’s obligation to take down specific content upon notification; it does not exempt an intermediary from obligation of due diligence at the point of listing. Non-modification and due diligence is not a matter of self-certification but is to be tested against the platform’s actual conduct for the reasons discussed above and below discloses active participation of the kind identified in *Christian Louboutin* (supra). The opposite party’s own admission 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 applied to listings of this substance at any stage prior to the Show Cause Notice.

36. It may be noted that the two orders of the Hon’ble NCDRC relied upon by the opposite party *Meta Platforms Inc. v. CCPA* (Appeal No. NC/CCPAA/8/2026) and *Infocom Network Private Limited (Tradeindia.com) v. CCPA* (CCPAA No. 8 of 2026) are orders staying coercive steps and/or admitting appeals pending final adjudication. They are interim orders and do not constitute final determinations on merits of the question whether a B2B digital directory is outside the scope of the Act or the Consumer Protection (E-Commerce) Rules, 2020. Each such matter necessarily turns on its own facts and record and the said orders do not have the effect of foreclosing an independent determination by this Authority on the facts of the present case.

37. It is pertinent to note that the CCPA had prior to the present proceedings already issued a Show Cause Notice dated 7th May, 2026 to the very same opposite party in Case No. CCPA-2/47/2026-CCPA concerning the listing, hosting and facilitation of sale of Ammonium Nitrate a substance declared to be an ‘explosive’ under Section 17 of the Explosives Act, 1884 vide Notification No. S.O. 1678(E) dated 21st July, 2011, in precisely the same manner and under the very same statutory provision as Picric Acid, which stands declared an explosive under Section 17 of the said Act vide Notification No. GSR 625(E) dated 7th August, 1983. In its reply dated 21st May, 2026 to the said notice, the opposite party represented to the CCPA that the terms “Ammonium Nitrate”, “Pentaerythritol Tetranitrate” and “PETN” had been added to its restricted-keyword blacklist mechanism.

38. It is important to note that barely 27 days thereafter and despite the opposite party assurance that it has undertaken a review of its platform for explosive substances falling within the very same statutory category, the CCPA was constrained to issue a separate Show Cause Notice dated 3rd June, 2026 to the opposite party in the present proceedings, this time in respect of Picric Acid, a substance regulated under the identical provision of the identical statute. The

due diligence obligation cast upon an intermediary under Rule 3(1)(b) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 is a continuing and proactive one and is not discharged by responding, on a notice-by-notice, substance-by-substance basis, only to the specific term flagged by the CCPA on a given occasion. It was incumbent upon the opposite party to undertake a comprehensive review of its platform and proactively identify and restrict all substances falling within the same statutory category, rather than awaiting a fresh, substance-specific notice from the CCPA for each individual item; it is not the function of the CCPA to identify and flag each such substance individually before the opposite party takes corrective action. This sequence of events lends direct evidentiary support to the finding already recorded in the Investigation Report that the opposite party's conduct reflects gross negligence in its seller onboarding, product-verification and content-moderation mechanisms and further demonstrates that the deficiencies found in the present proceedings were not an isolated or inadvertent lapse but part of a continuing and systemic failure to exercise the due diligence expected of an intermediary dealing in statutorily regulated explosive substances.

39. The CCPA further notes that, by a separate Order dated 8th September, 2026 passed in Case No. CCPA-2/47/2026-CCPA, it has already found the very same opposite party in violation of similar provisions of the Act in respect of Ammonium Nitrate and Pentaerythritol Tetranitrate (PETN) listed and hosted on the very same platform, ExportersIndia.com. While the cause of action in the present proceedings arises from an independent Show Cause Notice issued and investigation found to host and facilitate access to yet another statutorily regulated explosive substance is a relevant factor going to the systemic nature of the opposite party's compliance failures rather than an isolated lapse confined to a single listing or a single substance.

40. Further, the delay and non-cooperation on the part of the opposite party before the DG (Investigation)/ADG (Investigation), where, despite an email dated 9th July, 2026 and a final reminder dated 16th July, 2026, no response was furnished and it was only after repeated calls, emails and a Speed Post letter dated 23rd July, 2026 that the opposite party furnished a substantive response, on 31st July and 3rd August, 2026, reflects poorly on the opposite party's claimed bona fides and its stated commitment to regulatory cooperation.

41. Opposite party stated at the hearing that it has taken no legal action of any kind against any of the sellers found to have listed Picric Acid on its platform relying instead solely on prospective keyword-blacklisting which does nothing to address the conduct of sellers already identified.

42. Section 2(28) of the Act defines “misleading advertisement”, in relation to any product or service, to mean an advertisement which:

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

43. The impugned listings advertised Picric Acid for purchase including per-bottle pricing without disclosing that its lawful acquisition is subject to a valid PESO licence or that unauthorized possession may attract penal consequences, while simultaneously displaying a “verified” tick and V-Trust badge against the seller that verify nothing beyond limited business particulars thereby creating the false impression that this substance was freely, safely and lawfully available for procurement by any visitor to the platform from a vetted seller. This amounts to deliberate concealment of important information within sub-clause (iv) of Section 2(28), a false or misleading guarantee within sub-clause (ii) and, since such a representation, if made directly by a seller, would itself constitute an unfair trade practice, also falls within sub-clause (iii).

44. The opposite party’s submission that it did not itself “author, edit, represent, certify or endorse” the listings and that these were entirely third-party user-generated content does not assist it for the reasons discussed in the preceding paragraphs. The opposite party is not a passive host of such content but an active participant that verifies, badges, promotes and derives revenue from it and the medium through which a misleading advertisement is published is not absolved of responsibility for the publication merely because the underlying representation originated with a third party who paid for the privilege of publishing it. Nor does the absence of explosion imagery of the kind found in Dial4Trade (*supra*) assist the opposite party. The misleading representation found in the present case does not lie in inflammatory imagery but in the deceptive “verified”/V-Trust indicator discussed above and in the omission of licensing

and penal-consequence disclosures. Accordingly, the impugned listings constitute ‘misleading advertisement’ within the meaning of Section 2(28) of the Act.

45. Section 2(47) of the Act defines “unfair trade practice” as a trade practice which, for the purpose of promoting the sale, use or supply of any goods, adopts any unfair method or unfair or deceptive practice. The hosting and facilitation by the opposite party, of the availability of a substance whose sale is statutorily restricted to licensed and verified persons, on terms indistinguishable from an ordinary commercial listing, accompanied by a deceptive “verified”/V-Trust indicator and without the verification, traceability or disclosure safeguards required by law, while simultaneously deriving commercial benefit through membership fees and value-added services such as the V-Trust Certificate, constitutes an unfair and deceptive practice within the meaning of Section 2(47) of the Act.

46. Rule 4(3) of the Consumer Protection (E-Commerce) Rules, 2020 provides that no e-commerce entity shall adopt any unfair trade practice in the course of its business, whether on its platform or otherwise. Rule 5 requires a marketplace e-commerce entity to ensure that sellers provide accurate descriptions of goods and all relevant information necessary for consumers to make informed decisions, including disclosures relating to the legal status of goods offered. The present findings do not rest on any failure to maintain transactional records but on the failure to ensure that the listings themselves carried accurate and complete disclosures as to the legal status and licensing requirements attaching to Picric Acid before a visitor could view and enquire about the product an obligation Rule 5 casts upon the marketplace e-commerce entity. For the reasons discussed above, the opposite party has failed to comply with Rule 4(3) and Rule 5 of the said Rules.

47. The CCPA clarifies that the licensing, enforcement and penal provisions under the Explosives Act, 1884 and the rules made thereunder fall within the jurisdiction of PESO and other competent authorities and the present Order does not record or determine any criminal liability thereunder, nor any liability of the opposite party under Section 6A of the Explosives Act, 1884 (which, on its terms, addresses persons undertaking manufacture, possession, sale or transport of explosives). These provisions are, however, relevant to the present proceedings inasmuch as they establish the legal restrictions applicable to Picric Acid and the information material to consumers under Section 2(28) of the Act and the safeguards required to be considered by the opposite party while permitting the listing of such a regulated substance, in

the context of Section 2(47) of the Act and Rules 4(3) and 5 of the Consumer Protection (E-Commerce) Rules, 2020.

48. In view of the foregoing analysis, the CCPA finds that the opposite party has violated the following provisions:

- i. Section 2(9) of the Consumer Protection Act, 2019: by facilitating the marketing of goods hazardous to life and property.
- ii. Section 2(28) of the Consumer Protection Act, 2019: misleading advertisement, inasmuch as the listings concealed material information regarding licensing, buyer eligibility and lawful usage conditions and displayed a deceptive “verified” indicator against sellers and were likely to mislead consumers as to the legality, safety and permissible use of the product.
- iii. Section 2(47) of the Consumer Protection Act, 2019: unfair trade practice, inasmuch as the opposite party adopted a deceptive practice by hosting and facilitating the availability of a regulated explosive substance, at both bulk and retail-accessible quantities, without the regulatory safeguards mandated by law, while deriving commercial benefit through paid membership and verification services.
- iv. Rule 4 and Rule 5 of the Consumer Protection (E-Commerce) Rules, 2020.
- v. The aforesaid provisions of the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020, read with Section 6A read with Sections 9B and 9C of the Explosives Act, 1884 and the Explosives Rules, 2008 read with Notification No. GSR 625(E) dated 7th August, 1983, insofar as the latter provisions bear upon the materiality of the concealed information and the adequacy of the safeguards required, as discussed above; it is clarified that this Order does not record or determine any liability under the Explosives Act, 1884 or the rules made thereunder, which falls within the jurisdiction of the competent authorities under that law.

49. The CCPA is empowered under Section 21 of the Act to issue directions to the advertiser of a false or misleading advertisement to discontinue or modify the advertisement and, if necessary, to impose by order a penalty which may extend to ten lakh rupees and, for every subsequent contravention, to a penalty which may extend to fifty lakh rupees. Section 21(7) of the Act requires the Authority, while determining such penalty, to have regard to:

- i. the population and area impacted or affected by such offence;
- ii. the frequency and duration of such offence; and
- iii. the vulnerability of the class of persons likely to be adversely affected by such offence.

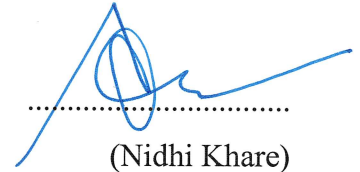
50. The CCPA takes serious note of the following aggravating factors:
- i. Picric Acid has stood expressly classified as an ‘explosive’ under the Explosives Act, 1884 since 7th August, 1983 over four decades prior to the events in issue such that the regulatory character of the substance cannot be said to have been in any doubt or of recent origin;
 - ii. Contrary to the opposite party’s submission that its platform dealt only in bulk, industrial-scale quantities, the opposite party’s own platform, as demonstrated by the annexures to the Show Cause Notice, permitted enquiries without any effective minimum-order threshold and hosted retail-accessible listings of Picric Acid in quantities as low as 100 millilitres and at a per-bottle price of ₹100.
 - iii. The opposite party’s “verified” (blue tick) indicator, shown against the majority of the sellers listed on its platform and denoting nothing more than mobile-number and self-furnished-particulars confirmation, creates a false impression, for an ordinary buyer, that the opposite party has itself undertaken due diligence or vetting of these sellers, when no such due diligence or vetting was in fact carried out;
 - iv. Neither the buyer-registration process nor the seller-registration process on the opposite party’s platform requires the furnishing of a GST number, such that a query, quotation request or product listing concerning a regulated explosive substance can be made or accepted without either party establishing itself as a registered business, which is inconsistent with the opposite party’s characterisation of its platform as an exclusively business-to-business marketplace;
 - v. The opposite party did not extend timely cooperation to the Investigation Wing, having failed to respond to communications dated 9th July, 2026 and 16th July, 2026 and having furnished a substantive response only after a Speed Post letter dated 23rd July, 2026 and repeated follow-up;
 - vi. The opposite party has, on its own admission at the hearing, taken no legal or regulatory action of any kind against any of the sellers found to have listed Picric Acid on its platform;
 - vii. The opposite party derives commercial benefit, through membership fees (admittedly ranging from approximately Rs. 10,000-15,000 to higher amounts) and its paid ‘V-Trust Certificate’ and other value-added services, from the very engagement and visibility that its inadequately-vetted listings generate, while simultaneously disclaiming any responsibility for the character of such listings;

- viii. The impugned listings remained hosted and available on the platform up to and including June 2026 and it is not open to an e-commerce entity to await a notice from the CCPA before ensuring that goods regulated and restricted under the law of the land are not offered for sale, enquiry or facilitation on its platform, particularly where the regulatory framework governing the substance in question has been in force for over four decades;
- ix. The CCPA has, by a separate and contemporaneous Order dated 8th September, 2026 in Case No. CCPA-2/47/2026-CCPA, already found the opposite party's very same platform in violation of similar provisions of the Act in respect of two other regulated explosive substances, Ammonium Nitrate and PETN, which is indicative of a systemic, rather than isolated, compliance failure on the part of the opposite party; and
- x. The opposite party's platform has been in operation since 1997 and it cannot, on this basis, be treated as a nascent or inexperienced entity unfamiliar with regulatory requirements.

51. On the other hand, the CCPA also takes note as mitigating factors that the opposite party took down the listings identified in the Show Cause Notice upon its receipt a restricted-keyword screening mechanism was already in place prior to the Show Cause Notice, even though it did not, at the relevant time, extend to the specific term "Picric Acid"; the opposite party has since expanded its restricted-keyword repository by approximately 500 additional high-risk terms extended its blacklist to the broader class of substances governed by the Explosives Act, 1884, the Explosive Substances Act, 1908 and the Manufacture, Storage and Import of Hazardous Chemical Rules, 1989 and introduced a risk-based listing-classification framework (HARD BLOCK/AUTO REJECT, MANUAL REVIEW/HOLD and ALLOW) together with a seller-verification undertaking and a HOLD mechanism for licence-controlled categories; the opposite party is onboarded on the Government of India's Sahyog Portal for notice-and-takedown cooperation. At the hearing, the opposite party's counsel placed on record an unconditional oral assurance and undertaking that Picric Acid, along with Ammonium Nitrate and PETN, will not be listed or traded on its platform in future.

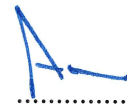
52. In view of the above, in exercise of powers under Sections 20 and 21 read with Section 10 of the Consumer Protection Act, 2019, the CCPA hereby issues the following directions:

- i. The opposite party, Weblink.In Private Limited (trading as ExportersIndia.com), shall immediately and permanently discontinue the listing, hosting, advertising, or facilitation of sale of or enquiry regarding Picric Acid, or of any other substance classified as an explosive under the Explosives Act, 1884 or the Explosive Substances Act, 1908, on its platform.
- ii. The opposite party is directed to pay a penalty of ₹ 10,00,000/- (Rupees Ten Lakhs) for the violations detailed in the foregoing paragraphs.
- iii. The opposite party shall submit a compliance report in respect of directions (i) to (ii) above within 15 days of receipt of this Order.



(Nidhi Khare)

Chief Commissioner



(Anupam Mishra)

Commissioner

exportersindia.com/indian-suppliers/picric-acid.htm

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Related Category

- Industrial Acid
- Inorganic Acid
- Hydrochloric Acid
- Fatty Acid
- Hydrobromic Acid

Business Type

- Manufacturer
- Exporter
- Wholesaler
- Retailer

Picric Acid, For De-sulfurization Of Steel, In
Price: ₹ 350 - ₹ 450 / kgs
MOQ : 200 Kilogram
Brand Name : Arcane Chemicals Pvt. Ltd.
Application : The Most Common Applications Of Picric Acid Are In DNA Col...
Number Of Flower : Chemicals
Country of Origin : India
Supply Type : Manufacturer
[More details...](#)

Arcane Specialties Chemicals Pvt. Ltd.
Mahad, Mumbai, Maharashtra
GST Verified 4 Years
5.0/5 (1)
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Get Best Sellers for Picric Acid

Quantity: Order qty. Unit: Kilogram

Mobile Number: +91 Mobile Number

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Indian Platinum Picric Acid
Price: ₹ 420 / Kilogram
Molecular Formula : C₆H₃N₃O₇
Molecular Weight : 229.10 G/Mol
Density : 1.76 G/Cm3
Physical State : Powder
Brand Name : Indian Platinum
CAS Number : 88-89-1
[More details...](#)

Indian Platinum Pvt. Ltd.
Vile Parle West, Mumbai, Maharashtra
Verified 12 Years
[View Mobile](#)
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Picric Acid
Price: ₹ 460 - ₹ 500 / Kilogram
Molecular Weight : 229.11
Mol. Wt. : 229.11
Product Name : Picric Acid
Density : 1.76
Packing : Bottle / Drum
Molar Mass : 229.1
[More details...](#)

OP
Pali, Rajasthan
Verified 5 Years
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Odyssey Organic Picric Acid
Price: ₹ 425 / Kilogram
MOQ : 35 Kilogram

Odyssey Organic Private Limited
Badlapur, Thane, Maharashtra

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Inorganic Acid



Hydrochloric Acid



Fatty Acid



Hydrobromic Acid

Business Type

Manufacturer

Exporter

Wholesaler

Retailer



Odyssey Organic Picric Acid

Price: ₹ 425 / Kilogram

MOQ : 35 Kilogram

Purity : 99.5% To 100%

Brand Name : Odyssey Organic

Packaging Type : Open Top Carboy With Plastic Liner

Packaging Size : 60 Ltr. HM-HDPE Open Top Carboy With Plastic Liner, Conta...

Molecular Weight : 229.11

[More details...](#)

00

Odyssey Organic Private...

Badlapur, Thane, Maharashtra

9 Years

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Quantity

Unit

Order qty:

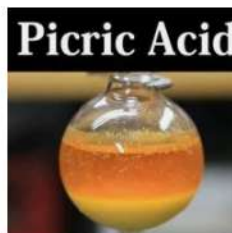
Kilogram

Mobile Number

+91

Mobile Number

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Liquid Picric Acid

Price: ₹ 59 / Kilogram

MOQ : 100 Kilogram

Molar Mass : 229.1

Payment Terms : T/T (Bank Transfer)

Formula : C6H3N3O7

Density : 1.76

Physical State : Liquid

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RC

Reliable Chemicals

Ulhasnagar, Thane, Maharashtra

Verified 18 Years

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Picric Acid

Price: ₹ 100 / Bottle

MOQ : 100 Bottle

Usage/Application : Commercial & Lab

CAS Number : 88-89-1

Physical Form : Powder

Packaging Size : 100 Gms To Tons Lots

Grade : AR

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DC

Define Chem

Ambarnath, Mumbai, Maharashtra

Verified 13 Years

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- Fatty Acid
- Hydrobromic Acid

Business Type

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- [Exporter](#)
- [Wholesaler](#)
- [Retailer](#)



PICRIC ACID

Price: ₹ 650 / Kilogram

MOQ : 50 Kilogram

Grade Standard : Reagent Grade

Purity : 90%

Ec No : 201-865-9

Packaging Size : 25/50kg

Packing : Bag

[More details...](#)



A.B. ENTERPRISES

Masjid Bunder, Mumbai...

Verified 23 Years

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Quantity

Unit

Order qty.

Kilogram

Mobile Number

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Picric Acid

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Chemical Name : 2,4,6 Tri Nitro Phenol

Molecular Formula : C₆H₃N₃O₇

Colour : Lemon Yellow

Grade Standard : Technical Grade

CAS No. : 88-89-1

Product Name : Picric Acid

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CHEMOLIN CHEMICALS

Vikhroli, Mumbai, Maharashtra

9 Years

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Picric Acid

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Appearance (Form) : Crystals

Assay : 99%

CAS : 88-89-1

Code : P 1865

Mol. Weight : 229.11

Melting point : 119 - 122 °C

[More details...](#)



OTTO CHEMIE PVT. LTD.

Kalbadavi, Mumbai, Maharashtra

14 Years

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Microexpress Picric Acid

[Get Price Quote](#)

Packaging Size : 100 MI
Usage/Application : For Staining Of Fungi
Brand Name : Microexpress

[More details...](#)

MX

Micro X Press

Verna, Goa

9 Years

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Quantity

Unit

Order qty.

Kilogram

Mobile Number

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Picric Acid

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Molecular Weight : 229.10
Synonyms : 2,4,6-trinitrophenol,TNP,carbazotic Acid,C.I. 10305,melinite,nitro...
Supply Type : **Manufacturer**
Sulphate (SO4) : 0.02% - 0.05%
Assay : 98% - 99.5%
Appearance : Lemon Yellow

[More details...](#)

AC

Anmol Chemicals Private...

Mumbai, Maharashtra

Verified 1 Year

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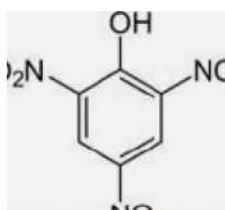
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Let our Experts answer you.



Picric Acid

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Picric Acid (Commercial Grade) Raw Chemicals Provider PRODUCT IDENTIFICATION: Product Name : Picric Acid Chemical Name : 2, 4, 6 Trinitrophenol Mol. Wt. : 229.11 Molecular Formula : C6H3N3O7 CAS No. : 88-89-1 UN ID : 1344 Hazard Class : 4.1 Packing...

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OO

Odyssey Organics Pvt. Ltd.

Badlapur, Mumbai, Maharashtra

10 Years

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Picric Acid
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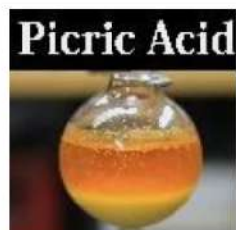
MO **Multi Organics Privet Limited**
Kurla, Mumbai, Maharashtra
12 Years
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Quantity Unit

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AC **Amogh Chemicals Pvt. Ltd.**
Badlapur, Mumbai, Maharashtra
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Picric Acid We the leading manufacturer, supplier and wholesaler of Picric Acid that is provided to you at best marketable price....

AI **A-1 Industries**
Vile Parle, Mumbai, Maharashtra
Verified 19 Years
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AB **A. B. Enterprises**
Masjid Bunder, Mumbai, ...
Verified 9 Years

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 - Hydrochloric Acid
 - Fatty Acid
 - Hydrobromic Acid
- Business Type
- Manufacturer
 - Exporter
 - Wholesaler
 - Retailer



Picric Acid
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Supply Type : Manufacturer

AC **Avi Chem Industries**
Vikhroli, Mumbai, Maharashtra
9 Years

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Mobile Number

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Thiruneermalai Main Road,...
Verified 9 Years

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Liquid Picric Acid
PREMGREEN
(Baga,Goa) - Baga,Goa
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Picric Acid
Karolinska Industries
(Kandivali,Mumbai) - E-702, Surbhi Complex, Sai Nagar, M.g. X. Road No. 1, Kandivali (west),Mumbai
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