

CENTRAL CONSUMER PROTECTION AUTHORITY

Room No 365, Krishi Bhawan, New Delhi - 110001

F.No. CCPA/57/2026-CCPA [E-37307]

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

CORAM:

Smt. Nidhi Khare, Chief Commissioner, CCPA

Shri Anupam Mishra, Commissioner, CCPA

Appearance of Ld. Legal Counsels on behalf of Amazon Seller Services Pvt. Ltd.

Shri Saikrishna Rajagopal

Shri Vevek Ayyagari

Ku. Mythili Girish

Date: 14.10.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as CCPA) has been established under section 10 of the Consumer Protection Act 2019 to regulate matters relating to violation of rights of consumer, unfair trade practices, false and misleading advertisement which are prejudicial to the interest of public and consumers and to promote, protect and enforce the rights of consumer as a class.

2. The CCPA, in exercise of its statutory mandate under Section 18(1) of the Consumer Protection Act, 2019 (hereinafter referred to as Act), is entrusted with the function of preventing unfair trade practices and ensuring that no false or misleading advertisement is made in respect of any goods or services, and further to ensure that no advertisement of goods or services is issued in contravention of the provisions of the said Act or the rules and regulations framed thereunder.

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

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

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

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

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

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

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

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

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

- 4.3. The Guidelines for Prevention and Regulation of Dark Patterns, 2023 published vide notification number 783 came into effect from the 30.11.2023, clearly under Clause 8 of its Annexure defines "Drip pricing" which means a practice whereby-

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

- 4.4. It was observed that the Opposite Party listed Dr. Morepen BG 03 Gluco One Glucometer Combo 50 Strips with price amount of ₹1,514 and advertised a 54% discount, offering the product at ₹697 followed by the terms such as “Best Seller in Blood Glucose Monitors”, “10K+ brought in past month” and save extra. However, the actual MRP as labelled on the product packaging was ₹849.
- 4.5. From the above Preliminary Inquiry Report it was observed that as per complaint the actual M.R.P. and selling price of the product was being offered at a significantly discounted price which was not the case. Thus, it appeared that the alleged misleading offers made by the Opposite Party could deceive consumers into believing that the impugned product is being made available at a substantial discount.
5. Considering the above observation of the preliminary inquiry report, a Notice dated 04.06.2025 was issued to the Opposite Party to submit response within 15 days along with necessary supporting documents regarding the above stated alleged violations of the Consumer Protection Act 2019.
6. In response to the above Notice, the Opposite Party vide letter dated 24.06.2025 submitted that:
- 6.1. The Opposite Party acknowledged receipt of CCPA Notice dated 04.06.2025 and submitted that it has initiated a comprehensive review to collate the requisite information. However, given the broad scope and complexity of the requisitions in the captioned Notice, requested an extension of two weeks to coordinate with the relevant internal teams and compile a comprehensive response.
7. Thereafter, the Opposite Party vide letter dated 10.07.2025 submitted that:
- 7.1. The Opposite Party operates an e-commerce marketplace at www.amazon.in in facilitating interactions and transactions between third-party buyers and sellers. Our Client does not manufacture, procure, list, price, offer for sale, or sell any products on its marketplace. Rather, these commercial activities, including product listing, regulatory compliance, and pricing determinations, are undertaken exclusively by third-party sellers.
- 7.2. The Opposite Party provides technological infrastructure and marketplace functionalities enabling sellers to create product listings for sale. Critically, it does not initiate, select, or modify information transmissions between buyers and sellers, with the entire process from product selection to sale conclusion occurring directly between customers and sellers.
- 7.3. The Opposite Party clarified that the Impugned Listing as mentioned in the above Notice is one that combines / bundles two products, namely, ‘Dr. Morepen Gluco One Blood Glucose Monitoring System Model BG-03 (glucometer) as well as ‘Dr. Morepen Gluco One BG-03 Blood Glucose Test Strips 50 Strips’ (test strips). The same is evident from the name that is forthcoming from the Impugned Listing, i.e., ‘Dr. Morepen BG-03 Gluco One Glucometer Comba, 50 Strips (Multicolor)’

and also evident from the accompanying and assistive pictorial representations that showcase the two products alongside one another.

- 7.4. The Impugned Listing comprises two distinct products i.e. first the Dr. Morepen Glucometer Device (separately retailing at INR 665) and second the test strips (separately retailing at INR 849), which when combined reflect the Displayed Price of INR 1,514 for the bundled offering against which the Discount Rate and resultant Offer Price are calculated. It submitted that the Product MRP of ₹ 849 referenced in Annexure 2 of the above Notice pertains exclusively to the test strips component, and not the complete bundled offering.
- 7.5. The Amazon Services Business Solutions Agreement which is entered into between the Opposite Party and sellers offer for sale products on the Opposite Party's e-commerce marketplace obliges sellers to ensure that the products listed by them for sale on www.amazon.in are compliant with all applicable laws, and that the information provided by them is accurate and complete.
- 7.6. The Opposite Party functions exclusively as a marketplace facilitator, enabling third-party sellers to create product listings, while such sellers retain sole responsibility for determining listing content, descriptions, pricing information, and promotional declarations.
- 7.7. The Opposite Party provides the technological infrastructure and functionalities that enable sellers to upload and display such information on the e-commerce marketplace, it neither controls the content of such listings nor independently determines or verifies the accuracy of seller-provided information.
- 7.8. The particulars of the sellers corresponding to the Impugned Listing, are set out below:

i.	Name	Pillbox Pharmacy
ii.	Address	Hasmukh Agency, PillBox Pharmacy Gala No 1 to 4, Gr: Floor, Building noJ-3, Shree Arihant Compound, Village Koper, Bhiwandi Maharashtra India 421302
iii.	Ph.Number	
iv.	Email	
v.	GST No.	27AAAFH2714A1Z4

- 7.9. The Opposite Party acts against non-compliant content upon receiving specific notice from regulatory authorities, as intermediaries cannot independently adjudicate complex regulatory compliance issues, including those raised by your good office herein. Pertinently, Section 79(1) of the IT Act provides safe harbor protection to intermediaries for third-party content, subject to compliance with due diligence obligations under Sections 79(2) and 79(3). To that effect, Our Client complies with the Information Technology (Guidelines for Intermediaries and Digital Media Ethics Code) Rules, 2021 and has adopted measures to exercise due care and diligence as mandated by law.

8. The reply submitted by the Opposite Party was examined by the CCPA and based on it observed that the Opposite Party's reply does not specifically explain any verification mechanism for MRP authenticity, thereby failing to address the systemic nature of such pricing anomalies which lead to the necessity of further detailed scrutiny.

9. Thereafter, CCPA, vide letter dated 13.10.2025 forwarded the matter to DG (Investigation) for detailed investigation.

10. After detailed investigation, the Investigation report dated 24.02.2026 was received from DG (Investigation) wherein the following were submitted:

10.1. That the company in its reply dated 23.01.2026 to the DG Investigation wing stated that it has put in place reviewing or assessing mechanisms, including manual verification of MRPs on products received at fulfilment centers, to maintain internal M.R.P. records and flag significant deviations in listings as part of its intermediary due diligence obligations, without engaging in independent price determination.

10.2. DG Investigation wing observed that the company being an intermediary has incorporated controls and workflows to review listings that prima facie appears to violate statutory pricing requirements, consistent with the due diligence obligations.

10.3. Moreover, it observed that the screenshot submitted by the complainant from the Amazon platform pertains to a combo product listing of Gluco One BG 03 Blood Glucose Test Strips, and not to an individual pack of 50 test strips. The listing indicates that the offer comprised both the test strips and a glucose monitoring device. The MRP of ₹1,514 shown in the listing corresponds to the combined MRP of the complete combo package.

10.4. It was further observed that the product purchased by the complainant from Apollo Pharmacy was limited to a standalone pack of 50 test strips. The MRP of 849, as printed on the manufacturer's packaging, relates solely to the individual pack of 50 test strips.

10.5. Upon verification, it was found that when the MRP of the individual 50 test strips is combined with the MRP of the glucose monitoring device (as included in the combo pack), the aggregate MRP corresponds to 1,514, which is consistent with the MRP reflected in the app listing.

10.6. Henceforth, as per the investigation conducted, no case of violation of the abovementioned statutes or misleading advertisement under the Consumer Protection Act, 2019 is established.

11. In view of the findings in the DG (Investigation) Report, the CCPA vide letter dated 01.04.2026 shared the investigation report with the Opposite Party to furnish their comments, if any. However, no comments were received. Thereafter, a hearing was scheduled on 22.05.2026.

12. During the hearing held on 22.05.2026, Ld. Counsels Shri Saikrishna Rajgopal, Shri Vevek Ayyagari and Ku. Mythili Girish appeared on behalf of the Opposite Party and submitted the following:

12.1. The architecture and operational framework of the Opposite Party's platform is such that product listings are created and made available by the respective sellers. The Opposite Party does not manufacture the products, nor does it originate the product-specific representations, descriptions, declarations or claims furnished by the sellers in relation to their respective products.

12.2. The Notice appears to take cognizance to the display, in relation to the Impugned listing, of a price of ₹ 1,514/- (the "Displayed Price"), an indicated discount of 54% (the "Discount Rate"), and a resultant offer price of ₹ 697/- (the "Offer Price"), on the premise that the same is inconsistent with the Maximum Retail Price ("MRP") of ₹ 849/- purportedly ascertained from the packaging of the Product and reflected in Annexure 2 to the Notice (the "Product MRP").

12.3. In this regard, it was submitted that the aforesaid premise proceeds from a factual misapprehension as to the product to which the MRP of ₹ 849/- pertains. The MRP of ₹ 849/- reflected in the packaging relied upon and reproduced in Annexure 2 to the Notice pertains exclusively to the test strips component of the offering, and does not constitute, nor purport to constitute, the MRP of the complete bundled offering identified and listed as the Product.

12.4. The Product, as identified in the impugned listing, constitutes a bundled offering comprising the glucometer together with the specified quantity of test strips. Accordingly, the MRP applicable to the individual test strips component cannot, without more, be treated as the MRP of the complete bundled Product.

12.5. It is therefore respectfully submitted that the comparison, in the Notice, between the Offer Price of ₹ 697/- and the Product MRP of ₹ 849/- is based on an incorrect identification of the scope and applicability of the MRP reflected in Annexure 2. The said MRP relates only to one component of the bundled offering and ought not to be construed as the MRP of the Product as a whole.

12.6. During the hearing, the CCPA enquired of the Opposite Party whether it had filed any comments or objections to the DG Investigation Report or intended to do so. In response, the Ld. Counsel appeared on behalf of the Opposite Party submitted that the Opposite Party did not intend to contest the contents of the DG Investigation Report.

12.7. In view of the foregoing, it was respectfully prayed that the factual basis underlying the impugned observation in the Notice may be dropped, having regard to the distinction between the MRP of the individual test strips component and the pricing of the complete bundled Product.

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

13.1. In terms of Section 2(1) of the Consumer protection Act, 2019 defines:

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

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

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

13.3.Section 2 (47) of the Act defines ‘unfair trade practice’ as to the practice when *for the objective of promoting the use or supply of any service, any person, adopts unfair or deceptive practice inter-alia* permitting the publication of any advertisement, whether in any newspaper or otherwise, including by way of electronic record, for the sale or supply at a bargain price of goods or services that are not intended to be offered for sale or supply at the bargain price, or for a period that is, and in quantities that are, reasonable, having regard to the nature of the market in which the business is carried on, the nature and size of business, and the nature of the advertisement. [(Section 2(47) (J-C(ii))].

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

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

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

14.2.An advertisement shall be considered to be valid and not misleading, if it does not mislead consumers by exaggerating the accuracy, scientific validity or practical usefulness or capability or performance or service of the goods or product.

14.3. The definition of advertisement under the Consumer Protection Act, 2019 is wide and technology-neutral and expressly extends to publicity or representation made through “electronic media, internet or website,” without confining the term to conventional print or broadcast media.

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

15. The CCPA, under the Consumer Protection Act, 2019, is entrusted to regulate matters relating to violation of the rights of consumers, unfair trade practices and false or misleading advertisements which are prejudicial to the interests of consumers and the public at large, and of promoting, protecting and enforcing the rights of consumers as a class. In the present matter after consideration of the submissions made by the Opposite Party and findings recorded in the DG Investigation Report, the CCPA finds that:

15.1. The screenshot of the product listing relied upon by the complainant pertains to a combo product listing of Gluco One BG 03 Blood Glucose Test Strips, and does not relate to a standalone pack containing 50 test strips. Accordingly, the MRP of ₹1,514/- displayed in the impugned listing represents the aggregate MRP of the complete combo package comprising both the test strips and the glucose monitoring device, and not the MRP of the standalone pack of 50 test strips.

15.2. The CCPA has further analyzed the bill of the product MRP of ₹849/- printed on the manufacturer’s packaging purchased by the complainant from Apollo Pharmacy. It was found that the said purchase comprised only a standalone pack of 50 Gluco One BG 03 Blood Glucose Test Strips, without the glucose monitoring device forming part of the aforesaid combo listing. Therefore, is not comparable, with the MRP of the combo product displayed on the Opposite Party’s platform.

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

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

(Nidhi Khare)
Chief Commissioner
(Anupam Mishra)
Commissioner