
CONSUMER PROTECTION - PRODUCER OBLIGATION

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ABSTRACT

Consumer is a person who buys goods or avail services for consideration which has been paid or partly paid or promised to pay and also involves the user of goods and beneficiary of services. It will include a person who obtains a goods or services for some commercial purpose or for resale. A person to be called as a consumer he must buy goods for personal use or livelihood or self-employment. Here goods include every movable property other than actionable claim and money also includes stocks, shares, growing crops, grass and things attached. Services are intangible activities which will be provided to satisfy the wants of consumer which includes banking services financing services, transportation etc. There are two types of services contract of service and contract for service .In contract of service there will be a total control on employer by employee and in contract for service there will not be a total control on employee llike services from advocate , chartered accountant etc. If a person buy a car to use it as a taxi for livelihood he will be considered as a consumer but if he buy many taxes to run a large scale business he can't be called as a consumer as it is for commercial purpose. Profit is the ultimate goal of any business and a business can earn profit only when there is a high consumer satisfaction. Consumer is the decision maker to buy or not buy the goods or avail services and he is the back bone of any business. Every business man always thinks about the consumer before starting the business because only on the consumer purchase the business will gain profits. For this reason the main aim of the producer is always to satisfy the consumer and it is the primary aspect to run business. Every commercial organisation completely depends on the consumer to survive in the market

The role of consumer in the process of economic growth is high and so there is a high need to protect the interests of a consumer. Consumer protection act 2019 came into existence with an aim to protect the interests of consumers by establishing the authorities for effective and timely administration and to settle consumer disputes. There is a need for the rights of the consumer. Consumers have the right to safety against the goods or services which are hazardous to life and property to ensure this producer must strictly follow the standards and regulations while manufacturing and delivering the goods or services. Consumer has the right to know the information about the goods and services he is consuming for this if the goods are of any food products the pack must contain all the details about the ingredients used and if the goods are any electronic products he must be given the information about the return policy. In this way he must be given information accordingly. Consumer also have the right to choose the products or services he can either receive or reject he goods or services and there must a wide range of goods or services available to him to select according to his requirements. If any unfair trade practices occur or exploitation happens consumer must have a right to seek redressal. if he receives any defective products or if he was cheated with the quality of the products or he was not given the service promised to be provided and for such aspects he must get the compensation. Consumer must have the right to be heard in case of grievance. Consumer has the right to know about his rights and the solutions available on any grievance. Now a day's e-commerce has gained the popularity and as it is more convenient and time saving people are choosing the purchase of goods or getting the services online. A person who buys the goods or avail the services online is also considered as a consumer and he have all the rights.so if a consumer purchased washing machine online and there is any defect due to which he decided to return the product and if the service provider do not respond to him it can be considered as the deficiency in service and he has the right to seek redressal and for a compensation not only for the washing machine but also for not responding properly and causing inconvenience. Consumer has the right to be informed about the suitability of a product to know if it serves the purpose. There must be a quality mark on every product to ensure the quality and feasibility to use the product like Eco mark, fssai ,Bis hallmark etc. if the jewels are lost in the bank locker that will be considered as a deficiency in service and bank will be held liable for the compensation. every person is a consumer in one or the other way like a producer of certain products will be a consumer of the other products so every consumer must have the rights and he must be aware of that and they must be protected.to serve this purpose there are consumer protection councils in central ,state and district level. when there is a claim up to 50 lakhs a person has to approach district council and if the claim is up to 2 crores then state council and

if the claim is above 2 crores then to central council. The district collector on receiving a complaint he can investigate and conduct inquiry and there can be a search and seizure if needed in the process of investigation. The consumer protection act also established the redressal commissions in district state and national level to resolve the complaints. Parties may go for an appeal from district commission to state commission and state to national commission and from national commission to supreme court and the decisions have binding force on all courts except supreme court. The difference between councils and commissions are the decisions of council are only recommendatory in nature and no appellate powers and no binding force whereas decisions of redressal commissions are binding and also appealable. Consumer protection act talks about the rights of a consumer and councils and redressal commissions to protect them.

Producer is the person who sells the goods or provides services. When there is a competition between the producers only then consumer interests will be properly protected. If there is a competition it restricts the monopoly and concentration of wealth. There will be a variety of products to choose or else whatever the producer supply only that has to be consumed. Competition alerts the producer and keeps him away from following unfair trade practices. Giving misleading advertisements and making false representations about the goods or services and giving offers without any intention to give them and bargain sale are considered to be the unfair trade practices. If there is no competition though the producers follow the unfair trade practices and even if consumer realises he may be compelled to buy from him due to the need but if there is a competition consumer will have right to choose and there will be an access to widest range of products meeting his demands. Competition can be refereed as an economic rivalry among the market players to attract customers so when there is a competition consumer always try to push his limits and there will be an economic growth and it will prevent creation of monopolies and improves the production of quality goods. Competition act restricts few trade practices to protect the interests of a consumer like horizontal fixation of price which is an agreement between two or more producers who deal with the same kind of products. For example if two companies dealing with the television has make an agreement on minimum price to sell the television it comes under the horizontal agreement and it is considered as a restrictive trade practices. Vertical fixation of price and re sale price maintenance like when the wholesaler fixes the price o retailer is also considered as a restrictive trade practice. If the producer allocates the market between them like sharing the place to trade among themselves is also considered as a restrictive trade practice. If the producers boycott any products from

selling is also considered as a restrictive trade practice. If a producer makes an exclusive dealing contract which means a contract saying that certain products will be traded by him alone is also a restrictive trade practice. The producer is also restricted from making a tie-up arrangement which creates an obligation on the consumer to purchase one extra product to get the product he wanted. For example a person cannot be compelled to buy a sound system to buy a television. Agreements which are about market sharing, output control, price fixation, bid rigging are called as horizontal agreements and tie-up agreements, exclusive supply agreement, resale price maintenance agreement, refusal to deal are called as vertical agreements. Both horizontal and vertical agreements are restricted under competition act because this will have adverse impact on consumers.

Consumer protection act and competition act aimed to promote the consumers interest and protect the rights of consumers. But there few issues faced by the consumer which requires special attention to reduce inconvenience of consumers like the calls from the customer care has to be informed earlier by message or so to know if the consumer is comfortable to take the call. Sometimes during emergency customer care don't respond in time and this issue requires special attention.