



# M.M. BANERJEE MEMORIAL NATIONAL MOOT COURT COMPETITION 2025



## **MOOT PROBLEM WITH ANNEXURES**



## MOOT PROBLEM

1. E-Commerce Corp. Pvt. Ltd. (referred to as “E-Commerce Corp.”) is one of the leading e-commerce companies in Industan (a sovereign, secular and democratic republic which gained independence around 70 years ago and has grown in leaps-and-bounds in the course of time specially wrt e commerce sector), operating an online platform where consumers can buy products ranging from electronics and fashion items to home appliances and groceries.
2. Established in 2015, E-Commerce Corp. has revolutionised online shopping with its wide range of products, fast delivery options, and user-friendly interface.
3. The company’s success has largely resulted from its ability to automate complicated transactions through standardized procedures, such as by using “standard form contracts” and “e-contracts” for all purchases.
4. To further enhance the customer experience, in June 2023, E-Commerce Corp. introduced a new feature called “Express Purchases” on its platform.
5. This feature allows users to complete their purchases with a single click without going through the multi-step checkout process. Under this feature, customers can select a product, click on the “*Buy Now*” button, and immediately place an order. However, before purchasing, customers must check a box agreeing to the platform’s “Terms and Conditions.”
6. These terms were provided through a hyperlink labelled “View Terms and Conditions” next to the checkbox. The terms were not directly displayed on the screen to enable faster transactions, but users had to agree to them before proceeding.
7. Mr. Vijay Kumar, a 35-year-old software engineer from Mombalkar, had been a regular customer of E-Commerce Corp. for over four years.
8. On July 10, 2023, he decided to purchase a high-end gaming laptop during a flash sale on the E-Commerce Corp. platform.



9. Excited by the offer, which promised significant discounts, he selected a laptop worth ₹1,25,000/-, added it to his cart, and used the “*Express Purchases*” option to complete his order within seconds.
10. Before finalising the purchase, Vijay checked the required box indicating that he agreed to the “Terms and Conditions.”
11. The laptop was delivered to Vijay’s residence two days later. After using the laptop for a few days, Vijay noticed it frequently overheated and the screen flickered intermittently.
12. Concerned about these issues, he returned the laptop and requested a refund or a replacement. He logged into his account on E-Commerce Corp. and initiated a return request through the platform’s customer service. To his surprise, his request was denied within a few hours.
13. The response from E-Commerce Corp. customer support cited a specific clause in the “Terms and Conditions” that applied to purchases made using the Express Purchases feature. The clause stated:

*“All electronic items purchased through the Express Purchases feature are subject to a limited manufacturer’s warranty and are not eligible for returns or refunds. Upon clicking the ‘Agree’ button, the buyer acknowledges that this is a final sale.”*
14. Vijay was shocked. He had never been aware of this restriction and claimed that had he known about the product’s non-returnable nature, he would have never proceeded with the purchase.
15. He contacted E-Commerce Corp.’s customer service helpline, but the representatives reiterated that he had waived his right to return the product by agreeing to the terms before purchasing.
16. His only remedy was to approach the laptop manufacturer for repairs under the warranty. Vijay was dissatisfied with this response and carefully reviewed the “Terms and Conditions,” which he discovered to be over 20 pages long, rife with legalese, and contained a number of clauses that significantly curtailed consumer rights.



17. He also discovered that the critical clause on returns and refunds for electronic goods was buried on the 16th page of the document. He felt that E-Commerce Corp. had taken unfair advantage of consumers by embedding such restrictive clauses in a lengthy document that most consumers would not realistically read.
18. After his personal experience, Vijay began researching E-Commerce Corp.'s practices and found that several other consumers had faced similar issues with the Express Purchases feature.
19. Vijay led a group of consumers who complained to the District Consumer Forum, claiming that E-Commerce Corp.'s standard form contract was oppressive and violated the Consumer Protection Act 2019 provisions.
20. They contended that the platform's reliance on standard form contracts and e-contracts, which customers had no choice but to accept, amounted to an unfair trade practice.
21. One such consumer, Ms. Renu Sharma, had purchased a washing machine using the Express Purchases feature.
22. Upon delivery, she found the product was defective, but her return request was similarly denied based on the same clause that Vijay had encountered.
23. She had also unknowingly agreed to the "Terms and Conditions" without reading them, given the ease and speed of the transaction.
24. Another consumer, Anil Mehta, had purchased a smartphone during a festive sale. When the phone was delivered, it was found to be of an older model than advertised.
25. Like Vijay, Anil tried to return the phone, but his request was denied, citing the "*non-returnable*" clause. Anil, too, claimed that he had been misled by the platform's use of a complicated and hidden contract.
26. Together, these complaints raised severe concerns about the practices followed by E-Commerce Corp. and the use of "click-wrap" agreements, which bound consumers to restrictive terms without their full knowledge or informed consent.
27. E-Commerce Corp. strongly defended its practices. The company argued that all users can review the "Terms and Conditions" before making any purchase.



28. By clicking the checkbox and proceeding with the transaction, consumers indicated their acceptance of the terms. The company's legal team pointed out that the "Terms and Conditions" were accessible via a hyperlink and that it was common practice for businesses to use standard form contracts in e-commerce.
29. They also emphasised that such agreements are essential for maintaining consistency and efficiency in handling millions of transactions daily.
30. E-Commerce Corp. further argued that using e-contracts fully complies with the Information Technology Act of 2000, which recognises electronic agreements as legally binding.
31. They also contended that the non-returnability clause was necessary to prevent fraud and abuse of the return policy, which specific customers had previously exploited.
32. As more consumers joined the movement against E-Commerce Corp., a class action suit was filed in the Mombalkar High Court. The plaintiffs alleged that E-Commerce Corp. had engaged in unfair trade practices by using standard-form contracts that were excessively one-sided and not transparent to consumers.
33. They argued that the company had deliberately buried key terms in lengthy documents and relied on the click-wrap process to claim consumer consent, which was neither informed nor fair.
34. The High Court, recognising the potential implications of this case for consumer rights and e-commerce practices across Industan, referred the matter to the Supreme Court of Industan.
35. The Apex Court has agreed to hear the case, given its importance in clarifying the legal status of e-contracts and standard form contracts in the digital age and has formed the following issues for consideration:
  - A. Whether the e-contracts formed through E-Commerce Corp.'s platform, particularly those agreed upon through the *Express Purchases feature*, valid and enforceable?
  - B. Whether the standard form contract imposed by E-Commerce Corp. be considered an *unfair trade practice*?

- C. Whether a party can claim ignorance of terms in a contract, especially in electronic agreements where the user clicks “I agree” without reading the detailed terms and conditions?
- D. Whether a clause restricting returns and refunds for electronic items under the *Express Purchases* feature *unconscionable* or *violative of the principle of free consent* under the Indian Contract Act of 1872?
- E. Whether e-commerce platforms have any obligation in ensuring that consumers are fully informed of the terms and conditions before agreeing to the same, and whether failure to do so amounts to a violation of consumer rights?
- The laws of Indistan as referred to in this case are *pari materia* to India as on October 15, 2024.
  - The jurisdiction of Mombalkar High Court is *pari materia* to that of High Court of Bombay and Mombalkar is *pari materia* to Mumbai.



## ANNEXURE A

### Some important Terms and Conditions for *Express Purchases* of E-Commerce Corp. Pvt. Ltd.

(Effective Date: June 30, 2023)

These Terms and Conditions (“Agreement”) govern your use of the Express Purchases feature provided by E-Commerce Corp. Pvt. Ltd. (“E-Commerce Corp.”, “we”, “us”, “our”) for transactions completed on our website (www.ecommercecorp.in) or mobile app. By clicking the “I Agree” button or checkbox during the purchase process, you accept these Terms and Conditions in full. If you do not agree with any part of these Terms, you should not proceed with the purchase.

#### 1. Definitions

- a. *Express Purchases*: A feature allowing customers to complete purchases in a single click, without a multi-step checkout process.
- b. *Customer/You*: Any individual who uses the Express Purchases feature on our platform.
- c. *Product(s)*: The goods available for purchase via the platform, including electronics, apparel, appliances, and other consumer goods.
- d. *Manufacturer’s Warranty*: The warranty offered by the original manufacturer of the product purchased.

#### 2. Acceptance of Terms

- a. By using the Express Purchases feature, you acknowledge that you have read, understood, and agreed to the terms and conditions set out in this Agreement.
- b. These terms are legally binding upon you, and any use of our services following such agreement constitutes your full and unconditional acceptance.

#### 3. Express Purchases - Overview

- a. *One-Click Checkout*: By using the Express Purchases feature, you authorize E-Commerce Corp. to automatically charge the payment method linked to your account and process the order immediately.



- b. Binding Contract: The click of the “Buy Now” button and subsequent confirmation of your purchase will constitute a binding contract between you and E-Commerce Corp., subject to these terms.
- c. No Option to Modify Order: Once the Express Purchase is completed, you will not have the opportunity to modify the order, including changes to shipping address, payment method, or the addition/removal of products.

#### 4. Returns and Refunds for Electronic Products

- a. No Returns for Electronics: All electronic products (including but not limited to laptops, smartphones, home appliances, and gaming consoles) purchased using the Express Purchases feature are non-returnable. By completing the purchase, you expressly waive your right to return these items to E-Commerce Corp. for any reason, including but not limited to dissatisfaction, product performance issues, or change of mind.
- b. Limited Manufacturer’s Warranty: The electronic products sold through the Express Purchases feature are covered by the manufacturer’s warranty as applicable. E-Commerce Corp. will not be responsible for warranty claims, repairs, or replacement of defective goods, which must be pursued directly with the product manufacturer.
- c. Final Sale: By clicking the “I Agree” button, you acknowledge that all sales of electronic products made via Express Purchases are final, and no returns, exchanges, or refunds will be processed by E-Commerce Corp.

#### 5. Returns and Refunds for Non-Electronic Products

- a. Return Policy for Non-Electronics: Non-electronic items purchased via Express Purchases may be returned within 7 days of receipt, subject to the following conditions:
  - i. *The product must be in its original packaging and unused.*
  - ii. *Returns are only accepted if the product is damaged or defective upon receipt.*
- b. Refunds: If a return is approved under Clause 5.1, E-Commerce Corp. will initiate a refund to your original payment method within 10 business days.



## 6. Delivery Terms

**Delivery Timeframes:** Products purchased via the Express Purchases feature will be delivered within the timeframe specified on the product page. Delivery times may vary based on your location and product availability.

**Delayed Delivery:** E-Commerce Corp. is not liable for delays in delivery caused by factors beyond our control, including but not limited to weather, strikes, or courier issues. However, if your delivery is delayed beyond 15 business days, you may contact us for support.

**Risk of Loss:** All purchases are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## 7. Payment Terms

**Authorized Payment Methods:** E-Commerce Corp. accepts payments via credit card, debit card, UPI, and other payment methods as displayed at checkout.

**Automatic Payment:** For Express Purchases, you authorize us to automatically debit the payment method on file with your account for the full amount of the purchase.

**Payment Issues:** If a payment method is declined, the purchase will not be processed. You must resolve the issue and initiate a new transaction.

## 8. Limitation of Liability

**General:** E-Commerce Corp.'s total liability to you for any damages arising out of or related to this agreement shall not exceed the total amount paid by you for the product.

**No Consequential Damages:** E-Commerce Corp. shall not be liable for any indirect, consequential, or incidental damages, including but not limited to loss of data, lost profits, or personal injury arising from the use of or inability to use the product.

## 9. Dispute Resolution

**Arbitration:** Any disputes arising from or related to this Agreement or the use of the Express Purchases feature shall be resolved through binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall take place in Mumbai, Maharashtra, in English.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the



laws of Industan. The courts of Mombalkar shall have exclusive jurisdiction for any disputes that are not subject to arbitration.

#### 10. Modification of Terms

**Right to Modify:** E-Commerce Corp. reserves the right to modify these Terms and Conditions at any time. The updated Terms will be posted on the platform and will apply to all transactions made thereafter.

**Notification:** You are responsible for reviewing these Terms regularly. Continued use of the Express Purchases feature after modifications constitutes your acceptance of the revised terms.

#### 11. Intellectual Property

**Platform Ownership:** All content, features, and functionalities available on the E-Commerce Corp. platform, including logos, text, graphics, and software, are owned by E-Commerce Corp. and are protected by applicable intellectual property laws.

**Restrictions on Use:** You are prohibited from reproducing, distributing, or using any content from the platform for commercial purposes without our prior written consent.

#### 12. Privacy Policy

**Data Collection:** By using the Express Purchases feature, you agree that E-Commerce Corp. may collect, store, and use your personal information in accordance with our Privacy Policy.

**Security:** E-Commerce Corp. takes reasonable steps to secure your personal and payment information. However, we cannot guarantee absolute security, and you acknowledge and accept the risks inherent in online transactions.

#### 13. Entire Agreement

This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and E-Commerce Corp. concerning the use of the Express Purchases feature. It supersedes all prior or contemporaneous agreements, whether written or oral, concerning the subject matter herein.



#### 14. Contact Information

If you have any questions or concerns about these Terms and Conditions, please contact our customer service at:

Email: [support@ecommercecorp.in](mailto:support@ecommercecorp.in)

Phone: 1800-300-789

#### IMPORTANT NOTICE:

Please be aware that by completing a purchase via the Express Purchases feature, you are entering into a legally binding contract. These Terms include significant limitations on your rights, particularly regarding the return and refund policy for electronic products. You are strongly advised to read and understand these Terms before making a purchase.



## ANNEXURE B

### Excerpts from the *Privacy Policy* of E-Commerce Corp. Pvt. Ltd.

(Effective Date: June 30, 2023)

At E-Commerce Corp. Pvt. Ltd. (“E-Commerce Corp.”, “we”, “us”, “our”), we are committed to safeguarding your personal information and respecting your privacy. This Privacy Policy outlines the types of information we collect, how we use, share, and protect it, and the rights you have regarding your personal information when you interact with our platform or use the Express Purchases feature.

By using our website ([www.ecommercecorp.in](http://www.ecommercecorp.in)), mobile app, or any of our services, you agree to the practices described in this Privacy Policy. Please read this document carefully to understand how your personal information will be handled.

#### 1. Definitions

- a. **Personal Information:** Any information that can identify you, including but not limited to your name, address, email address, phone number, and payment details.
- b. **Platform:** Refers to the E-Commerce Corp. website and mobile application through which services, including the Express Purchases feature, are provided.
- c. **Cookies:** Small data files stored on your device to help improve your experience on our platform.

#### 2. Information We Collect

- a. **Information You Provide Directly:** When you interact with our platform, including signing up for an account, making a purchase, or contacting customer service, we may collect the following personal information:
  - i. *Full name*
  - ii. *Email address*
  - iii. *Phone number*
  - iv. *Billing and shipping addresses*
  - v. *Payment information (credit/debit card details, UPI, etc.)*
  - vi. *Purchase history and preferences*



b. **Automatically Collected Information:** When you visit our platform, we may automatically collect certain data about your interaction with the site:

- i. *IP address*
- ii. *Browser type and version*
- iii. *Device type and operating system*
- iv. *Browsing behavior, such as pages visited and time spent on the platform*
- v. *Geolocation data*

c. **Cookies and Tracking Technologies:** We use cookies, web beacons, and similar tracking technologies to enhance user experience, improve platform functionality, and personalize your shopping experience. You can control cookie settings in your browser; however, disabling cookies may affect the functionality of the platform.

### 3. How We Use Your Information

We use the personal information we collect for the following purposes:

- a. **To Process Transactions:** We use your payment information and other personal data to process your orders and ensure successful delivery of your purchases.
- b. **To Improve Our Services:** Information on how you use our platform helps us enhance our services, optimize our website, and improve your shopping experience.
- c. **To Personalize Your Experience:** We use your browsing history and preferences to tailor product recommendations and offers that may be of interest to you.
- d. **For Communication:** We use your email address and phone number to send you order confirmations, delivery updates, promotional materials (if subscribed), and customer support responses.
- e. **To Prevent Fraud:** Your information is used to detect and prevent fraudulent activities, unauthorized transactions, and security breaches.
- f. **Legal Compliance:** We may use your information to comply with legal obligations, such as tax reporting, and respond to legal claims, government inquiries, or court orders.

### 4. How We Share Your Information

We may share your personal information with third parties only as necessary, and we ensure that they adhere to strict privacy and security standards. Sharing of information includes:



- a. Service Providers: We may share your information with third-party vendors, such as payment processors, delivery companies, and IT service providers, who assist us in conducting business operations.
- b. Legal Disclosures: We may disclose your information if required by law or in response to a legal process, such as a subpoena, court order, or government investigation.
- c. Business Transfers: In the event of a merger, acquisition, or sale of all or part of our assets, your personal information may be transferred as part of that transaction. In such cases, we will notify you if your personal information becomes subject to a different privacy policy.
- d. Protection of Rights: We may disclose your personal information to protect the rights, property, or safety of E-Commerce Corp., our customers, or others, including for the purpose of fraud prevention and credit risk reduction.

## 5. Data Security

- a. Security Measures: We take reasonable and appropriate measures to secure your personal information against unauthorized access, disclosure, alteration, or destruction. These include encryption of sensitive data such as payment information and the use of secure connections (HTTPS) on our platform.
- b. Data Retention: We retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by law. Once your personal data is no longer needed, it will be securely deleted or anonymized.

## 6. Your Rights

As a user of our platform, you have the following rights regarding your personal information:

- a. Access and Correction: You may request access to or correction of the personal information we hold about you. If you have an account, you can also update your personal information directly by logging into your account.
- b. Data Portability: You have the right to request a copy of the personal information we hold about you in a structured, commonly used format.



- c. Deletion: You may request that we delete your personal information, subject to any legal obligations we may have to retain certain data.
- d. Withdraw Consent: Where you have provided consent for data processing, you may withdraw that consent at any time. Withdrawal of consent will not affect the legality of data processing based on prior consent.
- e. Opt-Out of Marketing: You can opt-out of receiving marketing communications from us by clicking the "unsubscribe" link in the email or adjusting your preferences in your account settings.

## 7. Third-Party Links

Our platform may contain links to third-party websites or services. This Privacy Policy does not apply to those websites, and we encourage you to review their privacy policies before interacting with them. E-Commerce Corp. is not responsible for the privacy practices of third-party websites.

## 8. Children's Privacy

Our platform is not intended for children under the age of 18, and we do not knowingly collect personal information from minors. If we learn that we have inadvertently collected personal information from a child under 18, we will promptly delete that data.

## 9. International Data Transfers

- a. E-Commerce Corp. operates in India, but your personal information may be stored and processed in data centers located outside your country of residence.
- b. By using our platform, you consent to the transfer of your personal information to other jurisdictions where data protection laws may differ from those in your home country.

## 10. Changes to This Privacy Policy

- a. We may update this Privacy Policy from time to time to reflect changes in our practices, legal requirements, or market conditions.
- b. If we make significant changes, we will notify you by email (if applicable) or by posting a prominent notice on our platform.



- c. Your continued use of our platform after such updates constitutes your acceptance of the modified Privacy Policy.

## 11. Contact Us

If you have any questions or concerns about this Privacy Policy or how your personal information is handled, please contact us at:

- i. *Email: [privacy@ecommercecorp.in](mailto:privacy@ecommercecorp.in)*
- ii. *Phone: 1800-123-456*
- iii. *Address: E-Commerce Corp. Pvt. Ltd., 15<sup>th</sup> Floor, Infinite Towers, Mombalkar, Mahadesh – 400053.*

### IMPORTANT NOTICE:

*This Privacy Policy is subject to Industan data protection laws, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.*

\*\*\*\*\*