National Law School of India University, Bangalore

Chair on Consumer Law and Practice

NATIONAL CONSUMER RIGHTS DAY

MOOT COURT COMPETITION, 2026

(In commemoration of National Consumer Rights Day on 24 December 2026)

MOOT PROPOSITION

For Clarifications: consumerlaw@nls.ac.in

A NOTE TO PARTICIPANTS

This moot proposition has been prepared by the Chair on Consumer Law and Practice at National Law School of India University, Bangalore ('CLAP'). The problem is a work of fiction and any resemblance of the parties, entities, products or persons named herein to any real entity or person, living or dead, is purely coincidental and unintended.

The facts stated in this moot proposition must be treated as correct and complete in all respects. Participants are not permitted to introduce new facts. Where the proposition is silent or ambiguous on a point, participants may construct reasonable assumptions, which must be expressly stated in the memorial and argued consistently. Statutory provisions, rules, guidelines and notifications referred to herein should be researched independently by participants and applied as they stood in force on the dates material to this proposition, save where the proposition itself states otherwise.

Clarifications, if any, may be sought in writing at consumerlaw@nls.ac.in.

STATEMENT OF FACTS

The Republic of Indica is a federal democratic republic governed by a Constitution substantially similar to that of the Republic of India. For the purposes of this proposition, Articles 136 and 226 of the Constitution of Indica are identical to the corresponding Articles of the Constitution of India, and the courts, tribunals and authorities of Indica have the same composition, jurisdiction and powers as their counterparts in the Republic of India, irrespective of the names of the places in which they sit.

Indica's consumer legislation is identical to the Consumer Protection Act, 2019 as amended from time to time, and the Guidelines for Prevention and Regulation of Dark Patterns, 2023 issued by the Central Consumer Protection Authority ("CCPA") under Section 18 of that Act (the "Guidelines") apply in Indica in the same terms as in the Republic of India. Indica's Information Technology Act, 2000 and Digital Personal Data Protection Act, 2023, together with the rules issued under them, are likewise identical to their Indian counterparts, save as to commencement.

The provisions of the Digital Personal Data Protection Act, 2023 were brought into force in Indica in stages through notifications corresponding to the commencement notifications issued in the Republic of India. Notwithstanding the foregoing, for the purposes of this proposition, Sections 3 to 17 of the Digital Personal Data Protection Act, 2023 and the relevant rules shall be deemed to have come into force in Indica on 1 January 2026. Save as aforesaid, the commencement position in Indica corresponds to that in the Republic of India. In particular, the inquiry and penalty provisions in Sections 27 to 34 of that Act are not in force. No proceeding relating to the matters set out in this proposition is pending before the Data Protection Board of Indica.

KwikBazaar Technologies Pvt. Ltd. ("KwikBazaar") is a company incorporated in 2016 under the Companies Act, 2013 and headquartered in Blore, the tech capital of Indica. It operates a multi-category e-commerce mobile application, "KwikBazaar," offering retail shopping, a "buy-now-pay-later" credit product called KwikPay Later and a marketplace for third-party sellers. By March 2026, the application had over 9 crore cumulative downloads and approximately 4 crore monthly active users.

KwikLearn Edutech Pvt. Ltd. ("KwikLearn") is a wholly owned subsidiary of KwikBazaar offering subscription-based online test preparation courses to school students, through a companion application integrated with the KwikBazaar single sign-on and payment wallet. These students belong largely in the 13–17 age group.

KwikAnalytics Pte. Ltd. ("KwikAnalytics") is a wholly owned subsidiary of KwikBazaar incorporated in Singapore, which processes user data on KwikBazaar's behalf for "personalisation, fraud scoring and analytics services" under an inter-company data processing agreement.

Between 2023 and 2025, KwikBazaar redesigned its checkout and subscription flows following recommendations of an in-house "growth design" team. Internal product documents, later placed on record before the CCPA, describe the objective of the redesign as "maximising conversion through behavioural friction reduction and urgency signalling."

Product listings on the application displayed real-time banners such as "Only 2 left!" and "41 people bought this in the last hour." A forensic audit commissioned by the CCPA found that these figures were generated by an internal module named "UrgencyEngine," which took actual inventory and sales velocity data as an input but applied a randomised "amplification factor" to the displayed figures whenever traffic on a listing crossed a set threshold. The audit found that, across a sample of 4,000 flagged listings, the displayed figure understated actual stock in 61% of instances but was within a reasonable range of actual stock in the remaining 39%. In 14% of the listings in which the displayed figure understated actual stock, the difference was less than 10%; in 45%, the difference exceeded 25%. The audit did not determine whether any particular consumer purchased a product because of the displayed figure, or whether the figure was visible to every user who subsequently purchased the product. KwikBazaar contends that the module was a legitimate, if imperfectly calibrated, demand-signalling tool built on real data and not a fabricated one. It further contends that the Guidelines prohibit false urgency and not every inaccurate or algorithmically generated estimate of demand or scarcity.

At the payment stage, an optional "KwikProtect Assure" charge and a "convenience fee" were added to the displayed price on the final payment screen, increasing the total payable amount by 12–18% over the price shown on the product page and in search results. Both charges were, however, also disclosed on the product page itself, inside a collapsed "Price Details" accordion that had to be separately tapped to expand. KwikBazaar's own analytics showed that fewer than 8% of users ever opened it before checkout. The "KwikProtect Assure" charge was pre-selected by default, although the user could decline it before payment. The convenience fee, by contrast, was automatically included in the total payable amount and could not be removed. KwikBazaar's internal documents described the placement of the two charges as intended to "preserve headline price salience while minimising checkout abandonment." Declining the KwikProtect Assure charge at the payment screen required the user to click through a screen stating, "No thanks, I don't want to protect my order," before the option to proceed without the charge appeared.

New users were enrolled in a 7-day free trial of "KwikBazaar Plus" (a paid membership offering faster delivery) upon their first purchase, with a pre-selected toggle at checkout. The checkout screen displayed the words "Start your 7-day free trial" next to the toggle, while the annual renewal price of ₹1,499 appeared only in the expanded "Terms and Benefits" section below. The relevant terms stated that the trial would automatically convert into a paid annual subscription of ₹1,499 unless cancelled before expiry. KwikBazaar's records showed that approximately 72% of users who entered the trial did not actively change the pre-selected toggle. Cancellation required navigating through seven distinct screens, including a screen offering a discount to remain subscribed and a final screen requiring the user to select a reason for leaving from a list before cancellation was accepted.

All Indica Digital Consumers' Collective ("AIDCC") is an unregistered collective of digital-rights researchers, lawyers and volunteers working on digital consumer protection and platform accountability. It is not registered as a society, trust or company or under any other law, and has no formal membership. Over the preceding four years, it has published research and made representations to regulators on behalf of affected consumers on several occasions. Testers engaged by AIDCC recorded the cancellation flow and found that approximately 30% of test attempts were abandoned before completion. KwikBazaar's own internal analytics, however, showed that 91% of users who reached the final cancellation screen completed cancellation within the same session, although 63% of them were shown at least one retention offer before doing so. AIDCC disputes the relevance of this data on the ground that it excludes users who abandoned the process at earlier screens.

The permissions screen shown on first launch presented a single button, "Accept All & Continue," in a solid colour, with a much smaller, low-contrast text link reading "Manage preferences" placed below it. Users who selected "Manage preferences" were shown eleven separate data-sharing toggles (including contacts, precise location, and sharing with "partner platforms" for "personalised advertising"), each of which was pre-ticked to "on." The screen also contained a statement that "By continuing, you agree to the processing of your data in accordance with our Privacy Policy and partner terms." The Privacy Policy was accessible through a hyperlink on the same screen but was not displayed in full. KwikBazaar's internal records showed that approximately 86% of users selected "Accept All & Continue" without opening the Privacy Policy. KwikBazaar contends that users were nevertheless given a genuine opportunity to review and modify their preferences before continuing.

Under the inter-company data processing agreement, KwikAnalytics processed personal data of KwikBazaar's Indican users, including phone numbers, device identifiers, precise location history and purchase records, and shared a subset of that data with "partner platforms", including AdReach Inc., a United States-incorporated advertising-technology company, for advertising.

The personal data referred to above was collected and processed at different times between 2023 and 2026, both before and after 1 January 2026. KwikBazaar contends that its consent and data-sharing practices must be assessed by reference to the law in force on the dates on which the data was collected and processed, and that the subsequent statutory transition to the Digital Personal Data Protection regime cannot retrospectively create liability.

The same forensic audit also found that several third-party sellers on the KwikBazaar marketplace had purchased bulk five-star reviews from a review-brokering service, and that KwikBazaar's product-ranking algorithm independently weighted "recent review velocity" as a ranking signal without any authenticity check, resulting in such listings being systematically promoted in search results and the "Trending Now" carousel.

KwikLearn's application used "streak" counters, leaderboards visible to a student's batch-mates, and time-limited "power pack" offers to encourage in-app purchases. Power packs could be purchased using a payment card saved at the time of the parent's initial sign-up, without any additional authentication step at the time of a student's subsequent purchase, and were frequently bought directly by students aged 13–17 without their parent's knowledge. Student accounts were created through a parent's KwikBazaar log-in and were presented with the same permissions screen described above; no separate verification of the parent's identity or of the student's age was carried out at any stage.

Between 2024 and 2025, AIDCC received several hundred grievances from KwikBazaar and KwikLearn users regarding the practices described above, and independently commissioned a report titled "Dark by Design: Manipulative UX in Indican Apps," based on user testing, complainant accounts and publicly available app data.

In April 2025, AIDCC filed a complaint before the CCPA under the Consumer Protection Act, 2019, alleging that KwikBazaar's practices constituted unfair trade practices and violated the Guidelines. Several individual consumers filed connected complaints before District Consumer Disputes Redressal Commissions raising similar grievances regarding the KwikBazaar Plus subscription and drip pricing. KwikBazaar objected before the CCPA that AIDCC, being neither a consumer aggrieved by any transaction nor a voluntary consumer association registered under any law, was not a proper complainant and had no locus to maintain the complaint. The CCPA rejected the objection, holding that it was entitled to inquire into alleged unfair trade practices on the basis of information placed before it, irrespective of the status of the person supplying that information, and proceeded with the inquiry.

After an inquiry, the CCPA passed an order dated 12 January 2026 under Sections 20 and 21 of the Consumer Protection Act, 2019 (a) holding that the false urgency indicators, drip pricing, confirm-shaming design at checkout, the subscription trap, the permissions screen (as a form of interface interference) and the absence of any re-authentication for purchases made by students through the KwikBazaar wallet each constituted “dark patterns” and “unfair trade practice” within the meaning of Section 2(47) of the Act, and that the ranking of marketplace listings on the basis of unverified review velocity was likewise an unfair trade practice on the part of KwikBazaar as a marketplace e-commerce entity; (b) imposing a penalty of ₹10 lakh on KwikBazaar under Section 21 in respect of the urgency indicators; (c) directing KwikBazaar, within 60 days, to redesign its permissions, pricing-disclosure, cancellation and payment re-authentication interfaces and to cease using review velocity as a ranking signal unless the authenticity of the reviews is verified; and (d) directing reimbursement of the differential amount collected through drip pricing, which the CCPA estimated at approximately ₹7 crore in aggregate on the basis of KwikBazaar’s transaction records, to all consumers who had transacted on the application in the preceding two years, whether or not they had individually complained.

KwikBazaar preferred a statutory appeal before the National Consumer Disputes Redressal Commission (“NCDRC”). By an interim order dated 5 February 2026, the NCDRC stayed “the operation and implementation of the penalty and refund components” of the CCPA’s order, but did not expressly refer to the redesign directions. The order further directed that “no coercive steps shall be taken pursuant to the impugned order during the pendency of the appeal.” The parties dispute whether this latter direction applies to the redesign directions.

KwikBazaar filed a compliance affidavit before the CCPA in March 2026 asserting that it had fully implemented the redesign directions. A follow-up inspection carried out in April 2026 by the Director General of the CCPA under Section 22 of the Consumer Protection Act, 2019 found that KwikBazaar had merely renamed its urgency banners (from “Only 2 left!” to “Popular pick – almost gone”) while retaining the same randomised amplification logic in “UrgencyEngine”, and that the subscription-cancellation flow continued to require six screens.

Treating this as continuing non-compliance with its directions under Sections 20 and 21, the CCPA issued, in May 2026, a show-cause notice to KwikBazaar and its directors under Section 88 of the Consumer Protection Act, 2019, which penalises failure to comply with a direction of the Central Authority with imprisonment for a term extending to six months, or fine extending to ₹20 lakh, or both, and indicated its intention to file a complaint before the competent court under Section 92 of the Act.

In May 2026, KwikBazaar applied to the NCDRC for clarification that its interim order extended to the redesign directions; the NCDRC declined to clarify the order. In June 2026, KwikBazaar and two of its directors filed a writ petition before the High Court in Blore under Article 226 of the Constitution, impleading the CCPA, challenging the Section 88 notice on the ground that it exposed the directors to prosecution, and contending (a) that, its statutory appeal against the CCPA's order of 12 January 2026 being then pending before the NCDRC, the redesign directions ought to be treated as impliedly stayed, so that non-compliance during that period could not attract Section 88; and (b) that the Section 22 inspection was carried out without any recorded "reason to believe" as contemplated under that provision, rendering the material gathered during the inspection unfit to found a prosecution under Section 88. AIDCC was permitted to intervene in the proceedings.

By a final order dated 18 August 2026, the NCDRC dismissed KwikBazaar's appeal and affirmed the CCPA's order in its entirety. Among other things, it held that the CCPA was competent to direct reimbursement to consumers as a class; that the Guidelines were a valid exercise of the CCPA's functions under Section 18 of the Act; that the Digital Personal Data Protection Act, 2023 did not oust the CCPA's jurisdiction over the design of consent interfaces; and that KwikBazaar could not claim safe-harbour protection under Section 79 of the Information Technology Act, 2000 in respect of its ranking of marketplace listings. The interim order dated 5 February 2026 accordingly ceased to operate.

By a judgment dated 25 August 2026, the High Court in Blore dismissed KwikBazaar's writ petition, holding that the NCDRC's interim order did not extend to the redesign directions and that the Section 22 inspection had been validly carried out. In September 2026, KwikBazaar filed special leave petitions under Article 136 of the Constitution against the NCDRC's final order and the High Court's judgment, and the Supreme Court of Indica granted leave in both.

Separately, in March 2026, a group of forty-one individual consumers who had not been party to AIDCC's complaint filed, with the permission of the District Commission, a representative complaint before a District Consumer Disputes Redressal Commission under Section 35(1)(c) of the Consumer Protection Act, 2019 on behalf of "all similarly situated consumers," seeking a refund identical to that already directed by the CCPA, and contending, in the alternative, that they were not bound by the CCPA's order since they were not parties before it. The District Commission, on KwikBazaar's application, has since stayed the representative complaint pending the Supreme Court's determination of the connected matters. The forty-one complainants have been permitted to intervene in the proceedings before the Supreme Court.

The two appeals are pending before the Supreme Court and have been listed together for final hearing. Participants are required to frame the issues arising from the proposition.

PRAYERS

Without prejudice to the right of participants to argue any reasonable prayer flowing from the issues that arise on this proposition, the parties have, before the Supreme Court, broadly sought the following reliefs:

On behalf of AIDCC and the intervening consumers

- A declaration that the practices identified in the CCPA's order constitute unfair trade practices and dark patterns under the Consumer Protection Act, 2019, and an order upholding the CCPA's order dated 12 January 2026 in its entirety, including the class-wide reimbursement direction.

- A declaration that the permissions interface, including as presented in student accounts on the KwikLearn application, constitutes a dark pattern and an unfair trade practice under the Consumer Protection Act, 2019, and that the standard of valid consent under Sections 6 and 9 of the Digital Personal Data Protection Act, 2023 is a relevant benchmark in so assessing it, together with consequential directions for interface redesign, audit and compliance monitoring.

- A declaration that KwikBazaar is not entitled to safe-harbour protection under Section 79 of the Information Technology Act, 2000 in respect of the ranking of listings on the basis of unverified review velocity.

- A declaration that the redesign directions in the CCPA's order were not stayed by the NCDRC's interim order dated 5 February 2026, and that the CCPA is entitled to proceed against KwikBazaar under Sections 88 and 92 of the Consumer Protection Act, 2019 for non-compliance with them.

- A declaration that the CCPA was entitled to inquire into and act upon the information placed before it by AIDCC, notwithstanding that AIDCC is unregistered, and that the CCPA's inquiry and order are not vitiated for want of locus.

On behalf of KwikBazaar (the Appellant)

- A declaration that the Guidelines are not independently enforceable so as to found a penalty, and that the impugned order dated 12 January 2026 be set aside or remanded.

- A declaration that the CCPA lacked the power to direct a class-wide refund to consumers who were not before it, and that any such consumer must independently establish their claim.

- A declaration that the design of consent interfaces is governed exclusively by the Digital Personal Data Protection Act, 2023 and not by the Consumer Protection Act, 2019, and that, in any event, KwikBazaar's consent and disclosure practices, assessed against the standard in force on the relevant dates, do not violate the Digital Personal Data Protection Act, 2023.

- A declaration that KwikBazaar continues to be entitled to safe-harbour protection under Section 79 of the Information Technology Act, 2000 in respect of third-party seller reviews, and that AIDCC's complaint before the CCPA was itself not maintainable for want of locus.

- A declaration that the redesign directions stood stayed by the NCDRC's interim order dated 5 February 2026, that the Section 88 notice and any consequent prosecution are without jurisdiction, and that the Section 22 inspection cannot found a prosecution under Section 88.