Misleading ads and dark patterns: Evolving jurisprudence in India

News & Updates • August 5, 2026

'First published on Asia IP'

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India has taken important steps forward in protecting consumers who use its digital economy, from regulating confirm shaming, basket sneaking, drip pricing and other deceptive UI/UX practices. **Safir Anand** and **Ritu Bhargava** detail several recent cases, and how they can ensure that the path to purchase is as transparent as it is frictionless.

As we know, in November 2023, the Central Consumer Protection Authority (CCPA) fundamentally reshaped the architecture of India's digital economy by notifying the *Guidelines for Prevention and Regulation of Dark Patterns* under Section 18 of the Consumer Protection Act, 2019. At their inception, these guidelines functioned as a foundational warning shot across the bow of the ecommerce sector and other business, providing a long-overdue vocabulary for deceptive UI/UX practices such as "basket sneaking" and "interface interference". However, as we navigate 2026, the landscape has matured into a sophisticated ecosystem of oversight where the CCPA acts less as a policy-maker and more as a high-tech sentinel.

The regulator has effectively broken the tech bubble myth, proving that manipulative design is a cross-industry contagion. Investigations have spanned from the high-pressure digital check-in counters of aviation majors like IndiGo, where "confirm shaming" was used to guilt passengers into unnecessary insurance, to the highly competitive food and quick-commerce sectors where players faced scrutiny for hiding handling fees until the final millisecond of a transaction. Even the wellness and education sectors have not been immune. Beyond mere variety, a unique legal milestone has emerged: the CCPA's successful assertion of its overarching jurisdiction. This prevents companies from hiding behind industry-specific technicalities to bypass general consumer protections.

In this article, we have examined and consolidated notable judicial pronouncements delivered in 2025 that address the growing concerns around misleading advertisements and the use of dark patterns. The rulings analyzed herein underscore the courts' emphasis on transparency, informed consent and accountability of advertisers and digital platforms, while also offering valuable guidance on compliance obligations and enforcement standards. Collectively, these pronouncements mark a significant step in shaping a more ethical and consumer-centric marketplace.

Central Consumer Protection Authority v. Suerte Cosmetic Science: Mirror, mirror on the wall, the unfairest of them all

The matter involving Suerte Cosmetic Science was brought to light when the CCPA flagged a series of highly questionable advertisements on the ecommerce platform Meesho. These promotions for products like La'Bangerry Whitening Body Lotion and Skin Goora Hone Waala Cream made the audacious promise of a skin transformation from "dark to white" in just 60 seconds. Relying heavily on dramatic "before and after" imagery, the advertisements suggested a near-instant metamorphosis. However, during the subsequent inquiry, the company made a startling admission: the visual evidence was entirely fraudulent. The "results" showcased were not achieved by their product but were merely images scraped from a Google search to inflate sales appeal.

The legal crux of the matter was whether marketing a superlative, instant benefit without a shred of scientific validation constituted a misleading advertisement under the Consumer Protection Act, 2019.

The CCPA held that the claims were inherently deceptive, designed specifically to exploit consumer insecurities through false impressions. The authority categorically rejected the ignorance of law defence, noting that any entity operating in the ecommerce space bears a professional responsibility to comply with statutory obligations. Consequently, Suerte Cosmetic Science was ordered to immediately cease the advertisements and was fined Rs50,000(US$522)for its role in disseminating misleading claims.

This case underscores that a product's name and visual marketing create an implied representation of efficacy. If these representations are not anchored in scientific study or verifiable data, they contain a "deliberate and deceptive intent" to entice consumers by concealing truthful information.

Central Consumer Protection Authority v. Digital Age Retail Pvt. Ltd. (FirstCry): The tax inclusive trap

This instance involving FirstCry gained regulatory attention after consumer grievances revealed a stark contrast between advertised savings and final costs. The platform prominently showcased products with a 27% discount, reassuring users that the "MRP is inclusive of all taxes." However, upon reaching the payment gateway, shoppers were hit with a sudden GST levy of Rs245 (US$2.55). This last-minute addition effectively diluted the promised 27 percent benefit down to a mere 18.2 percent. Investigations confirmed this was a systemic pricing model, creating a misleading impression of deeper discounts.

The authority examined whether levying GST separately after claiming a price was "tax inclusive" constituted drip pricing. The core question was whether fine-print disclaimers such as "additional charges may apply" could legally override the statutory mandate of the maximum retail price (MRP).

The CCPA ruled that the practice violated the consumer's right to be informed. It found that advertising a higher discount while surreptitiously adding taxes later vitiates a consumer's ability to make an informed choice. FirstCry was ordered to pay a penalty of Rs200,000 (US$2,086) and was directed to ensure that both original and discounted prices are explicitly displayed as inclusive of all taxes across all pages.

The MRP is a statutory ceiling that must include all taxes by law. This ruling clarifies that "price plus-plus" models at checkout are unfair trade practices. A footer disclaimer cannot bypass the legal obligation to provide the total, final price upfront.

Central Consumer Protection Authority v. VDK Eduventures Pvt. Ltd. (Drishti IAS): A case of subterfuge versus success

In the case at hand, Drishti IAS exposes a prevalent industry strategy of claiming institutional credit for students who cleared the most gruelling stages of an exam independently. The institute prominently advertised "216+ selections in UPSC CSE 2022," featuring photos of toppers to lure aspirants. However, the CCPA discovered that 75 percent of these candidates had only attended a free, short-term interview guidance program (IGP). By failing to disclose this information, Drishti IAS created a skewed narrative of its teaching efficacy.

The CCPA investigated whether the institute was taking credit for the independent success of candidates by deliberately concealing the specific, short-term nature of the courses they attended.

The CCPA held that simultaneously advertising paid Foundation and Mentorship courses alongside these "free" interview results was a calculated move to unfairly influence students. Labelling the institute's disregard for earlier warnings as "repeated non-compliance," the authority imposed a Rs500,000 (US$5,200) penalty. Drishti IAS was directed to henceforth include the specific course name and duration alongside every successful candidate's photograph.

When a coaching centre advertises a result, it must be the result of their *teaching*, not just their *interview guidance*. By hiding "lacklustre statistics", where only a small fraction of toppers were regular classroom students, the institute subverted the consumer's right to an informed choice.

Central Consumer Protection Authority v. InterGlobe Aviation Ltd. (IndiGo Airlines): Little red riding risk

The present case was spurred by a surge of 813 complaints on the National Consumer Helpline, which triggered a deep probe into IndiGo's digital interface. The airline's app employed a tactic known as "confirm shaming": when passengers tried to decline paid travel assistance, they were met with a high-stakes pop-up stating, *"No, I will take the risk."* This was paired with an opaque web check-in flow that failed to clearly disclose the auto-assigned seat option, effectively nudging travellers into paying for preferred seating under the impression it was mandatory.

The core legal question was whether using fear-based, emotionally manipulative language constituted a prohibited Dark Pattern under the Consumer Protection (Dark Patterns) Guidelines, 2023. Furthermore, the CCPA examined whether the lack of transparent communication regarding free seating options amounted to an unfair trade practice, violating the consumer's right to an informed and uncoerced choice.

IndiGo purged the manipulative language, replacing it with the neutral *"No, I will not add to the trip."* The CCPA further directed the airline to strictly adhere to DGCA Circulars, which mandate that unbundled services must be distinct and unambiguous. The authority ordered a complete redesign of the web check-in interface to prominently feature the free, auto-assignment option, ensuring passengers are no longer steered into unnecessary costs through digital misdirection.

Digital interfaces must be designed to respect consumer autonomy; using contrasting colour schemes or emotionally manipulative language to steer users toward paid add-ons is a violation of the right to be informed.

Central Consumer Protection Authority v. Big Tree Entertainment Pvt. Ltd. (BookMyShow): A case of robbery disguised as charity

This investigation into BookMyShow unmasked a digital sleight-of-hand that turned every movie-goer into an unwitting philanthropist. While users were focused on securing the best seats, the platform was quietly practicing "basket sneaking" by automatically adding a Rs1 (US$0.01) donation to the cart via a pre-ticked checkbox for its BookASmile initiative. This hidden charge bypassed explicit consent, essentially taxing the transaction by default. The regulatory heat intensified during the release of blockbusters like *Animal*, when consumers reported sudden, dynamic price spikes that appeared only after they had already committed to the final payment screen.

The core legal question was whether a pre-ticked donation box constitutes a prohibited Dark Pattern under the 2023 Guidelines. BookMyShow argued that since charity isn't a "commercial service," it shouldn't be bound by the same strict consent rules as a product purchase. The CCPA, however, had to decide if a "remove" button, even if highlighted, could replace the legal requirement for an affirmative, proactive opt-in by the consumer.

The CCPA flatly rejected the charity exception, ruling that any interface designed to alter the final bill without an explicit click from the user is a violation. The authority emphasized that a highlighted “remove” button is not a substitute for true consent. To ensure transparency, BookMyShow was ordered to stop the pre-tick practice and was forced to submit audited financial statements to prove that every rupee collected was actually reaching the social causes promised.

The CCPA clarified that the definition of basket sneaking specifically encompasses payments to charity or donation. Even if a feature is intended for a social cause, it becomes an unfair trade practice if the interface is designed to subvert consumer autonomy by forcing them to opt-out of a charge they never opted-into in the first place.

Central Consumer Protection Authority v. VLCC Healthcare Limited: The weight of deception

The CCPA took up a *suo motu* investigation intoVLCC Healthcare which exposed a stark divide between public promises and private fine print. The wellness giant heavily advertised its Cool-Sculpting and Lipolaser treatments with sensational claims: *“Lose up to 600g and 7cm in 1 session”* and *“Drop one size in one hour.”* However, a probe by the director general revealed that nearly 68percentof treated clients never achieved these results. Clients also signed an internal consent forms stating that *“no guarantee/assurance can be given,”* directly contradicting the very “guarantees” used to lure them through the door.

The authority deliberated on whether it constitutes an unfair trade practice to market specific, measurable physical outcomes while simultaneously using legal contracts to disclaim any responsibility for achieving them. The investigation also looked into whether withholding critical eligibility criteria, such as the treatment only working for those with a body mass index (BMI) of 30 or less amounted to a misleading omission.

The CCPA found that the claims were tall and unsubstantiated. They failed to inform users that the treatment was only effective for individuals with a BMI of 30 or less. VLCC was ordered to pay Rs300,000 (US$3,130) and directed to discontinue making consumers agree to unfair and prejudicial clauses in consent forms.

A no guarantee clause in a private contract is not a “get out of jail free” card. This ruling establishes that legal disclaimers cannot absolve a company of liability for making bold, deceptive guarantees in its public marketing.

Central Consumer Protection Authority v. Panasonic Life Solutions India Pvt. Ltd.: Illuminated yet mis-LED

Regulatory scrutiny fell on Panasonic Life Solutions when its 9-watt motion sensor LED bulb marketed with a lifespan of "30,000 burning hours." However, the CCPA unmasked significant internal contradictions: while the packaging boasted 30,000 hours, the company's own Amazon listing cited only 25,000. Most critically, Panasonic's data was a patchwork of vendor reports for individual 1-watt LED *chips* rather than a holistic test of the fully assembled 9-watt *bulb*. By relying on component-level lab data (LM-80/TM-21), the company ignored how heat and wear from the bulb's drivers, sensors, and housing would drastically reduce its real-world longevity.

The authority questioned whether component-level data is legally sufficient to substantiate a total product promise. Furthermore, it examined whether a tiny disclaimer regarding "controlled laboratory conditions" on the back of the pack satisfied the *2022 Guidelines* on font parity, which mandate that limitations must be as clear and prominent as the primary claim.

The CCPA ruled the advertisement was misleading because it lacked product-level substantiation and failed to prominently disclose that the bulb would operate with reduced brightness beyond 25,000 hours. A penalty of Rs500,000 (US$5,216) was imposed.

Substantiation must be as holistic as the product itself. This ruling confirms that a brand cannot borrow the laboratory performance of a single component to mask the real-world limitations of a finished product. Moreover, the CCPA has made the font parity rule absolute; transparency is not just about *what* you say, but *how clearly* you allow the consumer to see it.

Conclusion

We are witnessing the birth of "ethics by design" as a mandatory corporate standard. The regulator has effectively shifted the burden of proof as it is no longer the consumer's job to be hyper-vigilant against basket sneaking or drip pricing; it is the platform's legal obligation to ensure that the path to purchase is as transparent as it is frictionless.

This regulatory maturity provides India with a unique global competitive advantage. In a world where global tech giants are facing a trust deficit, the Indian digital economy is positioning itself as a safe harbour where transparency is baked into the code. The 2026 landscape proves that protecting consumer autonomy is not an anchor on innovation, but the fuel for it. As companies pivot from short-term nudges to long-term loyalty, they are discovering that an informed consumer is a more confident spender.

Ultimately, the CCPA has proven that the master key of consumer protection is most powerful when it is used to unlock honesty. The future of India's digital marketplace no longer relies on the psychological traps of the past, but on a new, ironclad social contract: that every click made by a consumer is respected, every fee disclosed is final, and every success story shared is true.

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