

CHAPTER [6]: Issue and Grievance Management Policy (IGMP)

Version History

Version	Date	Description
0.3	28th October 2022	Released to NPs
1.0	9th December 2022	<ul style="list-style-type: none"> - Added clauses which require NPs to extend coordination for the purposes of relaying issues/grievances - Amended all clauses requiring acknowledgement by NPs from 30 mins to 120 mins - Amended all clauses which require complainants to respond to the resolution offered within 48 hours - Added clause on an ITN to be deemed to be closed if a complainant does not respond to the resolution offered within 48 hours - Increased maximum duration for grievance resolution by an NP from 48 hours to 96 hours - Added clauses on failure to acknowledgement by NPs being grounds for complainants to escalate the complainant - Added clauses which require NPs to store evidence trail and supporting documents in Issue and Grievance management for a duration as required by Applicable Law - Added clauses on closure of the dispute, if parties to ODR are unable to mutually decide a second ODR service provider within 24 hours - Added clause which mandate to expenses to mediation and conciliation to be shared equally between ODR parties - Amended clause for disputes between ONDC and Network Participants to be mutually resolved through discussion from 15 days to 30 days, before heading for arbitration
2.0	15th February, 2024	Simplified and Rationalised Chapter released to NPs

6.1. Scope

The scope of IGMP covers issues, grievances and disputes between: (i) End Users and Network Participants; (ii) two or more Network Participants. The scope may be expanded from time to time as notified by ONDC.

For the purposes of this document, the term **End Users** includes Buyers, and Sellers who offer products/services for sale through a Seller App which is a Network Participant Marketplace Seller Node (NP-MSN).

For the purposes of this document, the term **Network Participant** includes Buyer App, Seller App which is a Network Participant Marketplace Seller Node (NP-MSN), Seller App which is a Network Participant Inventory Seller Node (NP-ISN) and Seller App which is a Logistics Service Provider.

While this chapter also covers the process for resolving grievances between a Network Participant and ONDC, that process will be entirely off-network - i.e. it will not go through the issue and grievance management system that will be built for managing grievances between End Users and Network Participants, or between two or more Network Participants.

The IGMP is in addition to all laws and regulations applicable for digital businesses, including all current regulations and directions such as those issued under/by the Consumer Protection Act, 2019; the Reserve Bank of India, and by no means aims to supersede any applicable laws or regulatory guidance. In case of any conflict or discrepancy between this IGMP and any law or regulation, that law or regulation will supersede. It is further clarified that ONDC shall not be liable to resolve any End Users' complaints and all such obligations must be met by the Network Participants involved in the transaction in accordance with the IGMP.

Note: The Issue and Grievance Management Policy has been divided into sub-sections based on which entity is raising an issue/grievance/dispute related to an order generated or services availed on the network.

6.2. Issue and Grievance Management Obligations, and Process on the ONDC Network

The obligations and process described in this Clause 6.2 only apply to Issues, Grievances and Disputes arising out of completed transactions or attempted transactions where payment was completed even if the transaction was not. Therefore, the process and obligations in Clause 6.2 shall not apply in the case of any Issue/Grievance/Dispute that is not linked to an Order ID or a Payment Reference ID or fulfilment ID or Item ID generated on the ONDC Network.

End User Issues and Grievances:

- 6.2.1. All Network Participants must maintain the functionality to accept, process and resolve Issues filed against them by End Users. A respondent Network Participant (Respondent NP) will attempt to resolve an Issue raised by a complainant Network Participant (Complainant NP).

For clarity, a Complainant NP and a Respondent NP can either be a Buyer App or a Seller App or a Logistic Service Provider on the ONDC Network.

End User	Complainant NP	Respondent NP
Buyer	Buyer App	Seller App (MSN or ISN, as the case maybe)/LSP or other Network Participant involved in the transaction
Seller	Seller App (MSN or ISN, as the case maybe)	Buyer App/LSP or other Network Participant involved in the transaction

- 6.2.2. Complainant NP will collect and process all Issues or Grievance raised by its End User. For clarity of doubt, Buyer App will be the Complainant App for issues raised by the Buyer, and Seller App will be the Complainant App for issues raised by the seller or service provider. (Issues).
- 6.2.3. Complainant NP shall provide its End User with an option to raise Issue or Grievance through its app, e-mail, messaging platform, IVR etc. for redressal of End User Issues regarding products and services purchased or sold over the ONDC Network.
- 6.2.4. The Complainant App must ensure that the End User is able to select the concerned item(s) or an Order for which an Issue is sought to be raised or in case the End User is not provided with transaction or Order details due to any technical failures such as payment failure, the End User must be provided with an option to raise the Issue either through chat support on the application, through email or a contact number of a Resolution Officer (RO) or a Grievance Redressal Officer (GRO). RO or GRO as the case may be should be responsible for resolving Issues.
- 6.2.5. The Complainant App must allow End Users to raise Issues, and resolve them as per the timelines provided under Applicable Law. Furthermore, the Complainant App may also mutually agree with other Network Participants on the timelines for resolving Issues. However, such mutually agreed timelines should be subject to timelines provided under Applicable Law.
- 6.2.6. Illustration: If the Applicable Law provides that a consumer complaint should be resolved within 30 days, the Buyer App and other Network Participants can mutually agree to resolve that complaint within 20 days.
- 6.2.7. All Network Participants involved in a transaction for which the Issue has been raised shall cooperate with the Complainant App and other Network Participants - including coordinating with their respective End Users - to resolve the Issue in a timely manner. The cooperation could include providing information such as Order ID, Transaction ID, Payment Reference ID, Fulfilment ID, Item ID, photographs, other evidence, contact details of the RO or GRO, as the case may be for resolving the Issue.
- 6.2.8. While Buyer Apps will be responsible for facilitating the Buyer to raise an Issue; the NP-MSN or the NP-ISN, as the case may be, shall be responsible for resolving the Issue, if the Issue arose due to its action or inaction, or of its Seller. The NP-MSN or NP-ISN, as the case may be, will be responsible for coordinating with the Seller for resolving the Issue if it requires any action(s) from the Seller. If it is unable to resolve the Issue to the Buyer's satisfaction, the Issue may be passed to the Logistic Service Provider for resolution by the Buyer App, if the services of Logistic Service Provider was procured by the Buyer App.
- 6.2.9. Similarly in cases where Seller App is the Complainant App, if the NP-MSN has procured any on-network services from the Logistic Service Provider in relation to the Order for which the Issue has been raised, the NP-MSN may choose to pass the Issue for resolution either to the Buyer App or the Logistic Service Provider, as per its best judgement. If the NP-MSN passes the Issue to a Logistic Service Provider and the Logistic Service Provider is unable to offer a resolution to the Issue, then the NP-MSN may then pass the Issue to the Buyer App.

To illustrate, if the Seller wants to raise the issue related to weight dispute, the Seller App can reasonably conclude that the issue requires issue resolution by the Logistics Service Provider. The Seller App may then relay the issue to the Logistics Service Providers instead of attempting resolution by itself.

- 6.2.10. In cases where Seller App is the Complainant App, the Buyer App will be responsible for coordinating with the Buyer if resolving the Issue requires any action(s) from the Buyer.
- 6.2.11. The Complainant App shall communicate the status of the Issue to the End User on the relevant app itself and/or through email.
- 6.2.12. Complainant App is responsible to facilitate ONDC, and regulatory agencies to access the data, information, systems of Complainant App and carry out audits, as and when required by ONDC and regulatory agencies. To clarify, ONDC will never require a Network Participant to share personal data of its End Users.
- 6.2.13. Network Participants must keep a record of the evidence trail and other supporting documents for a period as required under Applicable Laws.
- 6.2.14. If a Network Participant is found in failing to adhere to its responsibility for the Issue or Grievance raised by the End User then the action or inaction of such Network Participant may impact its badge/score in the ONDC Network, as specified in the ONDC Network Policy. Furthermore, Disciplinary Action may be taken against the non-compliant Network Participant in accordance with the ONDC Network Policy.

Network Participant Issues and Grievances:

- 6.2.15. All Network Participants must maintain the functionality to accept, process and resolve Issues filed against them by other Network Participants. A respondent Network Participant (Respondent NP) will attempt to resolve an Issue raised by a complainant Network Participant (Complainant NP).
- 6.2.16. For clarity, a Complainant NP and a Respondent NP can either be a Buyer App or a Seller App or a Logistic Service Provider on the ONDC Network.
- 6.2.17. All parties involved in a transaction must cooperate fully to resolve any Issue or Grievance raised by an End User. This cooperation entails promptly sharing necessary information such as Order ID, Transaction ID, Payment Reference ID, Fulfillment ID, Item ID, photographs, and any other evidence.
- 6.2.18. Respondent NP and Complainant NP will mutually agree upon a timeline for resolution of complaints.
- 6.2.19. The Respondent NP must keep a record of the evidence trail and other supporting documents for a period as required under Applicable Laws.
- 6.2.20. Respondent NP must only accept Issues raised by a Complainant NP which are associated with an Order ID or a Payment Reference ID or fulfilment ID generated on the Network.
- 6.2.21. If a Network Participant is found responsible for the Issue or Grievance or Dispute then the action or inaction of such Network Participant may impact its badge/score in the ONDC Network, as specified in the ONDC Network Policy.

Management of disputes between Network Participants and ONDC

- 6.2.22. All disputes between a Network Participant and ONDC will be governed by the laws of the Republic of India for the time being in force.
- 6.2.23. Any dispute arising under, in connection with, or incidental to the Network Participant Agreement or the ONDC Network Policy, or about their interpretation, including as to their existence, validity, performance, breach or termination, if not resolved within thirty (30) days through discussion between the parties, will be referred to and resolved by arbitration.

- 6.2.24. Arbitration will be conducted by a panel consisting of three (3) arbitrators, with one (1) nominated by each party and the third chosen by the two (2) arbitrators so nominated. The decision and award will be determined by the majority of the panel and shall be final and binding upon the parties.
- 6.2.25. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India (Arbitration Act), as may be in force from time to time.
- 6.2.26. In the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an arbitrator, the party or parties who previously nominated such affected arbitrator may appoint the new arbitrator.
- 6.2.27. The arbitration proceedings will be conducted in English and the venue and seat of arbitration will be New Delhi, India. The courts at New Delhi shall have the exclusive jurisdiction for all arbitral applications.
- 6.2.28. The cost of the arbitration, including fees and expenses of the arbitrator, shall be borne by the party at fault, unless the award otherwise provides.
- 6.2.29. The existence of any information relating to any such arbitration proceedings will not be disclosed by either ONDC or the concerned Network Participant(s).
- 6.2.30. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights.

DEFINITIONS

Consumer has the meaning as under the Consumer Protection Act, 2019 (CPA)

Disputes means any unresolved grievance of an End User or a Network Participant regarding a transaction on the ONDC Network. A grievance that is unresolved at the end of the specified period, or is not resolved to the satisfaction of the complainant, will be escalated to a dispute by the entity who raised the grievance.

Grievance refers to an Issue that does not receive a response from the party who is supposed to respond, or an Issue that is not satisfactorily resolved. The entity who raised the Issue can escalate it to a Grievance.

Issue refers to a query that an End User has, or a problem that an End User or a Network Participant has in relation to a product or service purchased through the ONDC Network. The query or complaint may require resolution from a Network Participant or End User in the form of a response or action.

Issue Information Packet (IIP) refers to an artefact that is generated by a Network Participant in relation to an Issue that has been raised by an End User or Network Participant, on the ONDC Network using the systems and processes described in this Chapter. An IIP will contain the details of the Issue filed, along with other pertinent information. *For clarity*, when a Network Participant refers an Issue to another Network Participant for resolution, it will pass on the IIP.

Resolution Officer or Grievance Redressal Officer is a dedicated officer representing the Network Participant responsible for addressing Grievances raised by their End Users, other Network Participants, or ONDC, as the case may be. The Grievance Redressal Officer appointed by the e-commerce entity, as mandated by E-Commerce Rules 2020, may act as the Resolution Officer, if the e-commerce entity so wishes.