

# ONDC's Issue & Grievance Management (IGM)

## *An Explainer*

*The content in this document is not final.*

*This document does not represent ONDC's official position*

## About IGM

The Issue & Grievance Management (IGM) for ONDC is a mechanism via which issues between users of the network are resolved. The issues can be of the following nature :

- Between buyer/seller and Network Participants (NP)
- Between two NPs
- Between an NP and ONDC

In this document, we discuss IGM for issues where a buyer or seller (together referred to as the “Complainant”) raises a complaint about an issue through their respective interfacing app, and the respondent is any of the NPs who are part of the transaction. The IGM for ONDC will be iterated upon in the future to include mechanisms of dispute resolution for issues between NPs and also between NPs and ONDC, for which separate frameworks will be designed.

## About ONDC

ONDC aims to democratise digital commerce in India. It is a network that enables location-aware commerce by facilitating the discovery and engagement of local digital commerce stores across industries via any network-enabled application. It is neither a super aggregator app nor a hosting platform. All existing digital commerce apps and platforms can voluntarily choose to adopt and be a part of the ONDC network.

## ONDC’s Issue & Grievance Management

### Introduction

The Issue & Grievance Management framework in this document acts as a facilitator to resolve disputes between the Complainant (buyer or seller) and Network Participants in a manner that ensures transparency, fairness and data security to the parties.

It is important to note that the seller app includes NP-ISN (Inventory Seller Node), NP-MSN (Marketplace Seller Node) and Logistic Service Provider(LSP) basis the Network Policy. The framework depicted assumes a triparty NP lock-in for a unique transaction. This means that a buyer or seller is raising an issue for a particular transaction which involves buyer app, seller app and LSP as 3 unique entities involved in the transaction. The entire lifecycle of the issue from the stage of it being raised to its resolution has been explained in detail.

### The Value

Network participants (buyer apps, seller apps, LSP), buyers and sellers can expect the following from ONDC’s Issue & Grievance Management (IGM):

- **Trust & Transparency:** ONDC's IGM will not only acknowledge disputes but also address them so that there is trust, confidence and transparency in the way the network operates.
- **End User Satisfaction:** The focus of ONDC's IGM is to address disputes in a way that End Users and Network Participants have a satisfactory experience on the network.
- **Technology driven:** ONDC's IGM leverages technology as an enabler to resolve disputes sooner rather than later.
- **Facilitation :** ONDC, via its IGM, will not only facilitate but also tap into the expertise of various dispute resolution platforms and professionals, to provide solutions to disputes arising out of various unique and complex transactions.
- **Contract Enforcement:** ONDC's IGM will ensure adherence to service level agreements and transaction level contracts by providing a suitable redressal mechanism to a breach of such agreements and contracts.

## The Benefits

Network participants (buyer apps, seller apps, LSP), buyers and sellers stand to benefit from ONDC's Issue & Grievance Management (IGM) in the following ways:

- **Cost Effective:** It is a cost- effective method of dispute resolution for not only both the parties to the dispute, but also the Neutrals.
- **Quick & Convenient:** It is a one-stop destination for quick and convenient resolution of disputes.
- **Agile:** It will be iterated upon from time to time so as to resolve disputes in the most optimal manner.
- **Solution focused:** It opens up multiple avenues of dispute resolution and every level of IGM is structured in a way to arrive at a resolution with minimum procedural hassle.
- **Dispute Avoidance & Containment:** ONDC's IGM, alongwith Network Participant Agreement and Policies, is designed such that minimum disputes arise on the network.
- **Reputation Assessment:** Via ONDC's IGM, the number of disputes raised against buyers, sellers, buyer apps, seller apps and LSPs and their respective resolutions, whether in favour or against, will impact the reputation of such buyers, sellers, buyer apps, seller apps and LSPs on the network.

## The Scope

The current scope of ONDC’s IGM covers disputes between the Complainant (buyer or seller) and Network Participants. As ONDC evolves and matures over time, disputes between Network Participants, and disputes between ONDC & Network Participant(s) shall also come under the purview of IGM in the future.

## The Process

ONDC’s IGM proposes a 4 level framework to resolve disputes, namely:

**Level 1:** NP’s Automated Issue Resolution

**Level 2:** Issue Resolution internally among GROs of respective NPs

**Level 3:** Issue Resolution externally by ODR Service Providers

**Level 4:** Issue Resolution externally by Court

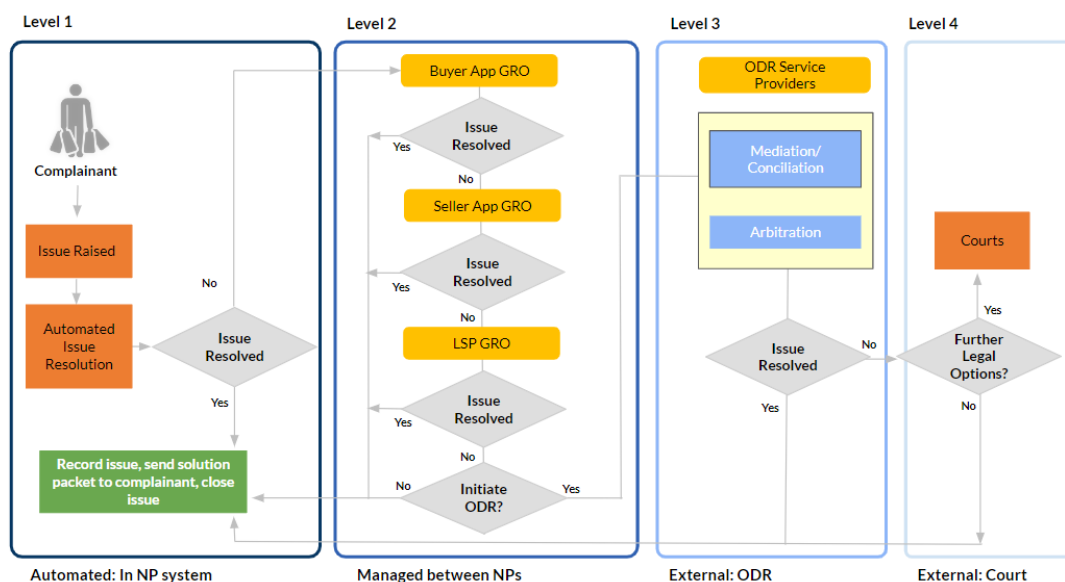


Figure 1: ONDC’s IGM Framework

Every issue raised will have a “Source”, i.e., a start point. This “Source” will be the interfacing app ( buyer app or seller app) on which the issue will be raised. Similarly, an issue will also have a “Destination”, i.e., the finish point. This “Destination” will be the exact entity in that level who resolved the issue.

For e.g, if the issue was resolved in level 2 by the LSP GRO, the LSP becomes the finish point of the issue. If the issue was resolved in level 3, the ODR service provider that resolved the issue becomes the finish point. This journey from start to finish will not only help track the status of the issue but also trace its timeline of resolution.

### ***The Start***

Whenever there is an issue, the Complainant (buyer or seller) raises a complaint with the interfacing app (buyer app or seller app) and is usually offered an automated resolution of some sort, for e.g., chatbot, dropdown list, et al.

While the buyer app or seller app shall attempt to resolve issues via automated issue resolution, the buyer or seller app can exercise its discretion to dismiss any issue of frivolous nature. For e.g, any issue that a buyer raises just to make trouble, create nuisance or just for fun, when there isn't any real issue, the buyer app can dismiss it and choose either not to resolve it via automated issue resolution or not escalate it to the GRO and level 2.

While most issues will be against an order or transaction, there could be pre order or transaction completion issues. Any such issue that doesn't have an "Order ID" or "Transaction ID" associated with it shall not be considered. It is critical that an issue has a reference point, i.e., an "Order ID" or "Transaction ID" so that its resolution journey from start to finish can be tracked.

*Caveat: All issues for now have to have an order ID associated with them. Any issue without an order ID would have to be taken up using the feedback route which for now is outside the IGM flow.*

### ***The Journey***

#### Level 1: NP's Automated Issue Resolution

The automated resolution either resolves the Complainant's issue or it doesn't. When the Complainant's issue isn't resolved via the interfacing app's automated issue resolution, it comes under the purview of the interfacing app's Grievance Redressal Officer (GRO).

#### Level 2: Issue Resolution internally among GROs of respective NPs

According to the Consumer Protection Act (E-Commerce Rules 2020), it is mandatory for all E-commerce entities to have a GRO. As a result, all Network Participants must have a GRO each and will share their GRO's details with ONDC.

ONDC will maintain the GROs' details in its Registry. In the event of any change with regards to the GRO, for e.g, the GRO of an NP changes or the details of the GRO are updated, the NP will share the necessary change or update for ONDC's Registry.

The GRO of the interfacing app determines whether it is liable to resolve the issue or not. Based on the GRO's decision, either the interfacing app is liable or it is not.

If it is liable, the onus of issue resolution lies with it. If it is not, the onus of issue resolution lies with other Network Participants involved in the unique transaction. . For e.g., if the buyer app NP isn't liable to solve the end user's issue, it is either the seller app NP or the logistics service provider (LSP) NP.

**Level 3:** Issue Resolution externally by ODR Service Providers or Court

When no NP among buyer app, seller app and LSP accepts liability to solve the issue or are unable to solve the issue among themselves, and if the end user still seeks resolution of the issue, it moves to ODR.

**ODR** is the use of technology to ‘resolve’ disputes. It is not just any form of technology integration (such as electronically scheduling a session), but its active use to help resolve the dispute (such as video conferencing for hearings or electronic document sharing for filing). Though derived from ADR, ODR’s benefit extends beyond just e-ADR or ADR that is enabled through technology. ODR can use technology tools that are powered by AI/ML in the form of automated dispute resolution, script-based solution and curated platforms that cater to specific categories of disputes.

**The End**

The ODR service providers (onboarding ONDC as seller app network participants), via dispute resolution methods such as Mediation/ Conciliation and/or Arbitration, will either resolve the issue or are unable to. If an ODR service provider resolves the issue for the end user, the resolution is recorded & closed.

**Level 4:** The Complainant (buyer or seller) has the option to go to court if an ODR service provider is unable to resolve the issue.

Throughout the lifecycle of an issue, the Complainant has various expectations from the NPs involved and these NPs also have a few obligations towards the Complainant.

#	The Journey of an Issue	Role(s) of Entities Involved [Expectations from and/ or Obligations towards the aggrieved]
1.	A buyer raises an issue on the buyer app or a seller raises it on the seller app <i>(Refer Dataset 1 in the Appendix)</i>	Buyer app and seller app have a feature in place for users to raise issues
2.	The buyer app or seller app identifies if the issue is a known issue that’s already listed (for e.g., in a dropdown) on the app for the buyer or seller to find	Buyer app and seller app have identified common issues users face or FAQs
2.1	If it’s a listed issue, the buyer app or seller app offers an automated resolution of the issue (for e.g. via an AI chatbot, et al) <i>(Refer Dataset 1 in the Appendix)</i>	Buyer app and seller app offer quick/ instant issue resolution
2.1.1	If the buyer app’s or seller app’s automated response resolves the issue to buyer’s or seller’s satisfaction, the issue is recorded as closed in the buyer app or seller app	Buyer app, seller app and LSP have an issue tracking mechanism & system in

	system	place
2.1.2	If the buyer app's or seller app's automated response is unable to resolve the issue to buyer's or seller's satisfaction, the buyer, seller converses with the interfacing app's GRO or his/her team	Buyer app and seller app allow users to speak with a human so that issues are resolved
2.2	If it's not a listed issue, the buyer or seller converses with the interfacing app's GRO or his/her team	
3	The respective GROs of buyer app, seller app and LSP determine if it's the liability of the buyer app, seller app or LSP to resolve the issue <i>(Refer Dataset + in the Appendix)</i>	GROs of buyer app, seller app & LSP have the sole & final say on whether they are liable or not
3.1	For an issue raised by a buyer and buyer app is not liable, then either the seller app GRO or the LSP GRO determine if it's their liability or not	The burden of liability lies on either the seller app or the LSP when buyer app's GRO denies liability
3.2	For an issue raised by a seller and seller app is not liable, then either the buyer app GRO or the LSP GRO determine if it's their liability or not	The burden of liability lies on either the LSP or the buyer app when seller app's GRO denies liability
3.3	For an issue in which LSP GRO denies liability, then either the buyer app GRO or the seller app GRO determine if it's their liability or not	The burden of liability lies on either the buyer app or seller app when the LSP's GRO denies liability
4	Either one of buyer app, seller app or LSP is liable, and a solution to the issue is offered by the respective GRO	The respective GROs of buyer app, seller app and LSP should comply with E-commerce Rules 2020 for acknowledging & resolving issues. Their action towards dispute resolution will also impact their reputation on the network
4.1	If the buyer app's, seller app's or LSP's offered solution is to the buyer's or seller's satisfaction, the issue is recorded as closed in the buyer app or seller app system	Buyer app, seller app and LSP have an issue tracking mechanism & system in place
4.2	If the buyer app's, seller app's or LSP's offered solution is not to the buyer's or seller's satisfaction, then the buyer or seller can opt for issue resolution via ODR	Buyer or seller will have a choice to seek ODR services

5	None among buyer app, seller app or LSP is liable, and thus, the buyer or seller can opt for issue resolution via ODR	The respective GROs of buyer app, seller app and LSP are more likely to deny liability than to accept it
5.1	If the buyer or seller doesn't opt for ODR, the issue is recorded as closed in the buyer app or seller app system	Buyer app , seller app and LSP have an issue tracking mechanism & system in place
5.2	If the buyer or seller opts for ODR, the buyer app , seller app or LSP can offer ODR services to the buyer or seller	Buyer app and seller app have a choice to offer ODR services
5.2.1	If the ODR service provider of the buyer app, seller app or LSP offers a solution to the buyer's or seller's satisfaction, the issue is recorded as closed in the buyer app or seller app system <i>(Refer Dataset ++ in the Appendix)</i>	Buyer app and seller app have an issue tracking mechanism & system in place
5.2.2	If the ODR service provider of the buyer app, seller app or LSP is unable to offer a solution to the buyer's or seller's satisfaction, the buyer or seller can go to court for resolution <i>(Refer Dataset +++ in the Appendix)</i>	Buyer or seller will always have a choice to go to court
5.2.3	If the buyer app, seller app or LSP doesn't provide ODR services, ODR service provider network participants offer dispute resolution services, including but not limited to, Mediation/ Conciliation and/or Arbitration as alternative dispute resolution methods (e-ADR) to the buyer, seller or LSP	Buyer or seller will always have an issue resolution option open (after GROs), in the form of ODR service providers that are ONDC network participants
6	The ODR service provider network participant offers a solution to the buyer or seller via Mediation/ Conciliation <i>(Refer Dataset ++ in the Appendix)</i>	The ODR service provider can exercise discretion between Conciliation and/or Mediation
6.1	If the solution offered via Mediation/ Conciliation by the ODR service provider network participant is to the buyer's, seller's or LSP's satisfaction, the issue is recorded as closed in the buyer app or seller app system	Buyer app and seller app and LSP have an issue tracking mechanism & system in place
6.2	If Mediation/ Conciliation by the ODR service provider network participant is unable to resolve the issue, the buyer or seller turns to Arbitration for issue resolution	The buyer and seller arrive at the first common choice of ODR service provider.
7	The ODR service provider network participant offers a	The buyer, seller and LSP



	solution to the buyer or seller via Arbitration (Refer Dataset ++ in the Appendix)	have a choice to still seek issue resolution further
7.1	If the solution offered via Arbitration by the ODR service provider network participant is to the buyer's or seller's satisfaction, the issue is recorded as closed in the buyer app or seller app system	Buyer app and seller app have an issue tracking mechanism & system in place
7.2	If Arbitration by the ODR service provider network participant is unable to resolve the issue, the buyer or seller may turn to a court for issue resolution (Refer Dataset +++ in the Appendix)	Buyer or seller will always have a choice to go to court

The detailed Issue & Grievance Management process can be accessed [here](#).

The issue resolution process on ONDC will be time bound, i.e, the interfacing app, GROs and ODR service providers will follow the issue resolution timelines recommended by ONDC.

## Recommended Timelines

- **Issue Acknowledgement:**  
Interfacing app to acknowledge the Complainant's issue within 2 hrs.
- **Automated Issue Resolution (Level 1):**  
Solution to be offered via Automated Issue Resolution within 24 hrs.
- **Issue Resolution among GROs of NPs (Level 2):**
  - Each GRO (Buyer App, Seller App and LSP) to identify if they are liable or not and offer resolution within 48 hrs
  - Maximum Issue Resolution Time before ODR to be 7 days, i.e., 168 hrs. (24 + 48 + 48 + 48)
- **Issue Resolution by ODR Service Providers (Level 3):**  
Post the 7 days, ODR service providers to have 21 days to resolve the issue

## Way Forward

### ONDC's IGM Framework

ONDC's IGM framework will evolve as the network matures and be iterated upon from time to time. With regards to IGM's governance, ONDC will act as a facilitator for connecting end users with ODR service providers to resolve disputes arising from transactions on the network.

These ODR service providers, as seller app network participants, will adhere to the roles and obligations as mentioned in the Network Policies.

## Next Steps

ONDC's Issue & Grievance Management (IGM) will undergo a Public Consultation, which usually includes seeking advice from authorities, professionals, and reputable ODR service providers.

The public consultation(s) for ONDC's IGM will be of three types and shall happen simultaneously:

1. Seeking expert views and opinions from ONDC leadership and respective teams.
2. Seeking feedback on ONDC's ODR methods from existing network participants so that changes can be made, if any.
3. Deliberation with potential ODR service providers to find points of commonality and differences between their ODR model(s) and ONDC's IGM.

## General Guidance

- All the information / flows depicted in this document are not intended to be prescriptive.
- Level 1 and Level 3 are general depictions of what generally constitute dispute resolution stages in the e-commerce marketplace and by ODR Service Providers respectively.
  - At level 1, Network Participants can have different forms of issue tagging, issue or dispute resolution which may constitute chat bots, automated negotiation, phone calls, drop down menus etc. or any other form of resolution they deem acceptable
  - Level 2 is a mandatory provision by e-Commerce rules 2020
  - At level 3, ODR service providers can have their own mechanisms to resolve disputes. The expectation is that they would follow their own process leading to a resolution at the lowest cost and in the least amount of time
- ONDC will not prescribe mechanisms at Level 1 and Level 3, however it will seek data points from Network Participants at a meta / aggregated level. The data ask is outlined in the Appendix.
- The clauses of dispute resolution in the terms and conditions offered by the Network Participant(s) and agreed upon by the buyer/seller will override the framework depicted in this document.

- There is an assumption of interconnectivity between Network Participant GROs at level 2 which ONDC will facilitate.
- There is an expectation from Network Participants to provide a master list of common issues and resolutions to the interfacing apps so that maximum issues are resolved at level 1 itself.
- Network Participants will also be expected to share their dispute related experiences and learnings on dispute types and best practices so that the overall network and NP ecosystem benefits from each other
- Network Participants are expected to sensitize complainants and respondents about the NJDG (National Judicial Data Grid) data and encourage them to choose ADR over court(s) as the preferred mode of dispute resolution. This is because the NJDG data, for e.g, disposed and unresolved cases data, provides sufficient evidence on just how inefficient dispute resolution via court(s) is
- When a complainant searches for an ODR SP, an information packet containing dispute details will be sent to all ODR SP NP(s). The ODR service providers who choose to offer their dispute resolution services would be made visible to both the complainant and the respondent (i.e., the NP). The ODR service provider that's a common choice of both the complainant and the respondent would be selected to resolve the dispute. This would be facilitated by ONDC.

## Appendix

### Data Set 1

S No.	Data Point	Exhibit	Source	Mandatory/Optional
1.	Issue ID	#####	Internal	Mandatory
2	Transaction ID	#####	Internal	Mandatory
3	Time of order	#####	Internal	Mandatory
4	Date of order	#####	Internal	Mandatory
5	Time of issue generation	#####	Internal	Mandatory
6	Date of Issue generation	#####	Internal	Mandatory
7	Issue Description - If Automated Issue	"The packaging was damaged"	Claimant Generated	Optional

	Resolution isn't selected			
8	Supplementary Information (Evidence) a. Image of Product b. Screenshot of Order c. Bill	Image of expiry date tag on product	Claimant Generated	Optional
9	Category of Issue ("Product/Product Service/Service/Financial")	Image of expiry date tag on product	Internal	Optional
10	Claimant Information a. Name b. Email address c. Phone No	a. Sam Manuel; b. c.sam@yahoo.com c. #####	Internal	Mandatory
11	Respondent Information a. The principal geographic address of its headquarters and all branches b. Name and details of its website c. Email address	a. Shop no 22, Bengali Market, Delhi 10001 b. X Snacks, xnacks.com c. customersupport@xsneck.com	Internal	Mandatory
12	Automated Issue Resolution	Return process	Internal	Voluntary

**Data Points 1-12:**

- When a complainant raises an issue on the interfacing app, data points 1-11 are populated.
- Data Points 7 and 8 are provided by the complainant. The rest are system generated.
- If the complainant is able to resolve the issue via Automated Issue Resolution of the interfacing app, data point 12 is populated, else it is left blank.

**Data Set +**

S No.	Data Point	Exhibit	Source	Mandatory/Optional
	Data Set 1			
13	Timestamp (GRO i transfer to GRO ii)	##:##	Internal	Mandatory
14	Date (GROi transfer to GRO ii)	##/##/##	Internal	Mandatory
15	Reasons for GROi passing the issue to GRO ii	"Not Buyer App Liability"		Mandatory
16	Timestamp (GRO ii transfer to GRO iii)	##:##	Internal	Mandatory
17	Date (GROii transfer to GROiii)	##/##/##	Internal	Mandatory
18	Reasons for GRO ii passing the issue to GRO iii	"Not Seller App Liability"		Mandatory
19	Issue closed (With Resolution/Without Resolution)	"issue closed without resolution"	Internal	Mandatory
20	Status of Ticket: a. Closed Without Resolution b. Closed with one GRO c. Escalated to ODR	a. Closed without resolution	Internal	Mandatory
21	GRO Name	"Official Name Text"	Internal	Mandatory
22	GRO Email ID	"abc@xmail.com"	Internal	Mandatory
23	GRO Phone Number	"Official contact number, either 10 digit mobile number with country code or landline number with extension and STD code and"	Internal	Mandatory

**Data Points 13-23:**

- If the issue is escalated to the GRO level, attributes 13-23 are populated progressively.

- Attributes 15, 18, 19 and 20 are filled out by GROs of respective NPs. The rest are system generated.
- The issue will be resolved, or it won't, which is recorded in attributes 19 and 20. This would be populated by the last GRO to whom the issue was passed on.

#### Data Set ++

S No.	Data Point	Exhibit	Source	Mandatory/Optional
	Data Set +			
24	ODR Resolution a. Date b. Time Stamp c. Resolution	a. ##/##/#### b. ##:## c. "LSP shall refund"	ODR SP	Mandatory

#### Data Point 24:

Data Point 24 is filled when issue resolution is successfully achieved via the ODR service provider

#### Data Set +++

S No.	Data Point	Exhibit	Source	Mandatory/Optional
	Data Set ++			
25	Complainant dissatisfied post ODR, Moves to Court	Yes	External	Voluntary

#### Data Point 25:

Data Point 25 is an ideal expectation, which is to record if the issue was appealed at the court level after traversing through internal resolution mechanisms of Buyer App, Seller App, LSP and the ODR service provider.

In the data sets, out of 25 data points, 6 would require human intervention (7,8, 15, 18, 19 and 20). The rest should ideally be system/process generated.

## Glossary

### Abbreviations/ Acronyms

- **Network Participants / Participants (NP)** shall mean the participants on the ONDC Network including Gateways, Buyer Side Application, Seller Side Applications, NP-ISN, NP-MSN, and NP-BN.
- **Logistics Service Provider (LSP)** shall be the Network Participant.
- **Alternative Dispute Resolution (ADR)** is a method of settling disputes without litigation. While it is usually understood to mean arbitration, negotiation and mediation, it can include other mechanisms such as, but not limited to, resolution through an ombudsman, complaint boards, and facilitated settlements. Further, a hybrid model of different forms of ADR mechanisms such as mediation-arbitration (med-arb), med-arb-med, arb-med-arb also qualify as ADR.
- **Automated Issue Resolution (AIR)** is the use of technology such as assisted communication between aggrieved and respondent, chatbots, dropdown list, et al. for resolution of disputes.
- **Online Dispute Resolution(ODR)** is the use of technology to 'resolve' disputes. It is not just any form of technology integration (such as electronically scheduling a session), but its active use to help resolve the dispute (such as video conferencing for hearings or electronic document sharing for filing). Though derived from ADR, ODR's benefit extends beyond just e-ADR or ADR that is enabled through technology. ODR can use technology tools that are powered by AI/ML in the form of automated dispute resolution, script-based solution and curated platforms that cater to specific categories of disputes.
- **Online Dispute Resolution Service Provider(ODR SP)** is an entity that administers and facilitates the online resolution proceeding and provides an ODR platform to resolve disputes through electronic methods.

### Definitions

- **Buyer Side Applications / Buyer Apps** means all platforms or applications which enable the Customer to purchase any goods or avail any service on the ONDC Network.
- **End User** shall include a Customer, Seller or a Service Provider who is registered with the respective Participant.

- **Grievance Redressal Officer** is an individual appointed by every e-commerce entity, as mandated by E-Commerce Rules 2020, for redressal of consumer disputes which are to be acknowledged within 48 hours and resolved within 30 days.
- **Interfacing App** is the application via which a network participant and an end user interact and where an issue or complaint is first reported. In the context of ONDC,, the interfacing app shall be the Buyer App and the Seller App on which the respective buyer or seller will initiate the complaint.
- **Neutrals** refer to dispute resolution professionals, consented to by parties of a dispute, to provide assistance in facilitating the resolution of a dispute.
- **ODR Platform** refers to the technology layer in the ODR process attached to any ODR Service Provider.
- **Respondent** refers to Network Participant(s) against whom the complaint is initiated by the complainant.
- **Seller Side Applications / Seller App** means all platforms or applications of Network Participant NP - ISN/ MSN that, which allows the sellers to publish their product/ service inventory, pricing, and other terms of transaction and enables the sellers or any other service providers, including but not limited to logistics service providers, to transact on the ONDC Network. *The seller app includes NP-ISN (Inventory Seller Node), NP-MSN (Marketplace Seller Node) and LSP basis the Network Policy. In this document, the framework depicted assumes a triparty NP lock-in for a unique transaction. This includes buyer app, seller app and Logistic Service Provider.*

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