# तनुगामी हे होन हेत सुर मउत दीवा २०१२ उता वा



# Consumer Protection Act of Bhutan 2012

য়ઽૹ<sup>੶</sup>ૹેઽૢૢૻ૱ૹ૾ૼઽૢૻ૱ૹૹૻૻ૱ૻૹ૾ૼૼૼૡ૽૾ૼ૾૾ઽૡૡૻૡૹૡૡૢઽૹૣૢ ૡૡૼઽૢૻૹૺઽૢૡૼૼૺૼૼૼૼૹ૽૿ૢ૽ૺ૿ઌૢ૽ૺઽૺૡૻૹ૱ૡ૱ૡૼૡ૾૾૱ૡ ૡઌઽૹૺઽૢૡૹ૾ૼઌૡૼૼ ૡૼૼૼૼૼઽૡૢ૿ઌૢૢૢૢૢૢૢૢઌ૱ઌ૾૾ૢૻ૱ૡૹૼૡૼૹૼૡૺૼૼૼ૱ૡૺ

ભ્રુષાપ્ય-સ્ક્રુષ-સ્અ'ષા<sup></sup>લેષબ'ન્વર-૬નેષે ર્ક્ષેટ-ર્સુત્પા ૡૄૻન્સ'વર્ડ-સ'ભુષાચ'યારેશ્વ'વર્ષેસ્'વર્ષેસ્પ્લે સ્ટ્રાન્સ્ટેસ્થર્ષેલા| સશ્વ:ઢેવ:ગ્લ'સ'-દ્વા'ન્દ્ર-સંચ'ક્તુવ્ય'ણે! લવસ'પન્-'9ટ-ર્સુત'વર-'5,'શુસ'પસ'વ્યક્ષેત્ર||

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र्शे हेम. 07.6.2072 सी

२ बेहेम्झ्वज्ञुभर्वेवर्यवर्ठेगसा र्तेत प्रयाप रेते श्रेर्थे 2012 ज्ञ 9 पर्य केंग 96 स श्रेर्वेगयग्रीय कंपर्य मानुमपर्य प्रमुगगेर्ग्वे क्रिय्य प्रयाप रेते श्रेर्वे 13 पर्य केंग 96 स श्रेर्वेगयग्रीय कंपर्य मानुमपर्य प्रमुग गेर्ग्वे क्रिये क्रिंग्व क्रिय्य प्रयाप प्

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#### Preamble

An Act to provide for the protection of economic interest and safety of consumers and ensure better consumer products and services, to facilitate quicker redressal mechanisms, to avoid economic harm and adverse consequences in the course of acquiring and using goods and services made available in the market;

Parliament of the Kingdom of Bhutan do hereby enact the Consumer Protection Act of Bhutan 2012 on the 23<sup>rd</sup> Day of the 11<sup>th</sup> Month of Iron Female Rabbit Year of the Bhutanese Calendar corresponding to the 16<sup>th</sup> Day of January 2012 at its 8<sup>th</sup> Session of the First Parliament as follows:

# Chapter I Preliminary

# Title, Commencement, and Extent

- 1. This Act shall:
  - (a) Be called the CONSUMER PROTECTION ACT OF BHUTAN, 2012;
  - (b) Come into force on the 4<sup>th</sup> Day of the 4<sup>th</sup> Month of Water Male Dragon Year of the Bhutanese Calendar corresponding to the 25<sup>th</sup> Day of May 2012; and
  - (c) Extend to the whole of Bhutan.

# Application

- 2. This Act shall:
  - (a) Subject to subsection (b), apply in respect of all offering, selling and marketing of goods and services.

3 ସତମଞ୍ଜିଅଷ୍ଟ ସେମ୍ବିମ୍ପ୍ କ୍ରାନ୍ତ କୁନ୍ମ କୁନ୍ମ

ন্দ্র্যান্দ্রন

ગ્રાચ્ય પ્રયુ પ્રાથમ્ય અપ્રયુ પ્રાથમ્ય અપ્રયુ પ્રાથમ્ય પ્રાય હું પ્રાથમ્ય ગુજરા સુરુ ગુજરા સુર ગુજરા સુર ગુજરા સુર ગુજરા સુર ગુજરા સુરુ ગુજરા સુર ગુજરા સુર ગુજરા સુર ગુજરા સુર ગુજર ગુજરા સુર ગુજરા સુરુ ગુજરા સુર ગુજરા ગુજરા ગુજરા સુર ગુજરા સુર ગુજરા સુર ગુજરા સુર ગુજરા ગુજરા સુર ગુજર

ผธ์สาขุสุพารุรา หชุ้า รุร์ขุพาธิพาขุรพา खुमा ธ์รุเ

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ૡસુમા મી ર્જે ર્શેન જેવ સુત્ર મરત હોયથા ૧૦૧૧ રુવ અપવને મવતા બેં સુમાય સે ખેંચા તે. જ્વી પ્ર યંતે ઢેંચા ૧૧ ભુતચા શ્રું ખેં ૧૦૧૧ ગ્લે ગ પંતે ઢેંચા ૧૯ ભુ લસુમા શુભા મશુદ્દે જુભા વન છું. શ્રું ઢેં માથ ત્ર બુતચા શ્રું ખેં ૧૦૧૧ ગ્લે ગ પંતે ઢેંચા ગ૯ ભુ લસુમા શુભા મશુદ્દે જુભા વન છું.

าสูขาน้า: นาทุฑายนพาฏิเนอกาติมพาลิทาพิสุ

- (b) Be applied in supplement and without prejudice to any other law regulating goods and services.
- (c) Apply to all goods supplied and service provided in Bhutan irrespective of the residence and location of the supplier and the service provider.

# Ouster of Choice of Law

3. This Act shall have effect notwithstanding any contract term to the contrary or which applies or purports to apply the law of another country.

# Chapter II Rights and Responsibilities of Consumers

# Consumers' Rights

- 4. The Consumer shall have the right to:
  - (a) Protection of their lives, health and safety in the consumption of goods and services;
  - (b) True, sufficient, clear and timely consumer education including information on goods and services offered, as well as on prices, characteristics, quality and risks that may be encountered in the consumption of goods and services;
  - (c) Fair, non-discriminatory and equitable treatment by businesses which will include fair terms of contract and sale;

૬૨૨ વાયું સુધાર્યું સુધારું સુધાર્યું સુધારું સ าริสารรา ณรมา เกาทุมณา รูมาชิ้ทาญารชิ้ารารที่มา พษีราวกรารที่นารรา ริทิาขระพาสูา นทุสานธิสารรา สีรารสูรายิ รรา ननेवः गवर्श्वकेगर्दुः भन्दर्न्यः क्षेत्रा

- શ્ચુઽ રહું ગે શૂડ ર્સુન الم حَرَمَة المَالَ المُ <u>ઽૼૡૼૹૻૻઽઽૡૡૡૻૻૹૻૡૻૡૢૼ૾</u>ૹ૾ૢૼઽૻૻૡ૽૿ૹૢૡૹૻૡૢૻ૽ૡૡૢૻઽૹ૾૾ઽૻૡ૽૿ૡ૾ૺૹ૾ૡૻ૱ૻ૾ૹૼ૱ૻ૱
- <u> ૾ૢૺૼૼૼૼૼૼૼૼૼૼૢૢૢૢૣૻૼ</u>ૼૢૻૣૻઌ૾૾ૣ૿ૡ૽ૻૹ૽૿ૹ૽ૻૡ૽ૻૹ૽૾ૡ૽ૻ ୩) અને મેંચારે હતા છે. શુંરાય છે. સુંરાય સ્ટાય છે. સુંરાય છે. સાથે છે. આ ગામ આ ગામ છે. આ ગામ છે. આ ગામ આ ગ

વેતુ વ ય <u>ङ्रिंग्र्यून्यदेवनन्नन्द्रन्यम्</u>तुल्ह्न

<u>ଞ୍ଚି</u>ଷଷ'ୟୁସ୍ୟ'ନ୍ତି'ସ୍ୟୁକ୍ଷ'ନ୍ଦର୍ନ'ନ୍ଦୁକ୍ର ଅନ୍ଥରି ଅନ୍ଥାରେ ଅନ୍ଥରେ ଅନ୍ गवादहिवागनान्तुनगीगवर्भा केंगावना अन्यता कुभाषमागविवाग्री विभयाभुगयावना मठता 3 ุ ุ หลิ่มพาลรายพาลขุณาสา ขาราริเลาที่รารานีรารรา สอลาลิมพาลรา สุพารศราสิราที

ชารรัพารรา ดุรพาร์ๆ ซาลงณาญารุฐๆารศ์

- ๙ฑลั<sub>ุ</sub>รามณิ์รัฐาณ๙ ผูสายกลาญารุฐารุจั ๚ๅ ราร์สงาวของพิณาวารา ตาลงรัยเอิสามิลิ มีรายสายารา พานีรางชี
- <sup>IN</sup>) અને મુંચાય પ્રયાય સાથ મુંચાય પ્રયાય સાથ મુંચાય પ્રયાય સાથ મુંચાય મુંચાય સાથ મુંચાય અને મુંચાય અને મુંચાય અને મુંચાય મુ આ મુંચાય મુંચ મુંચાય મુ

- (d) Be assured, wherever possible, access to a variety of products, technologies and services at competitive prices;
- (e) Get redress against unfair trade practices and unscrupulous exploitation of consumers;
- (f) Form consumer associations;
- (g) A physical environment that will enhance the quality of life for present and future generations; and
- (h) Basic goods and services, which guarantee dignified living.

# **Consumers' Responsibilities**

- 5. The Consumer shall endeavor to promote:
  - (a) Awareness concerning the availability, price and quality of private and public goods and services;
  - (b) Solidarity with consumer groups, which, together, can acquire the necessary influence to ensure adequate public attention and support to consumer interests;
  - (c) Social responsibility to guard against the erosion of cultural, social and economic traditions;
  - (d) Responsibility to consider the impact of consumption patterns on the environment to maintain the ecological balance; and
  - (e) Safe environment for consumption of goods and services by providing information on the supply of goods and services which are harmful and not safe for consumption.

- ماٽَمَ ٻَڇَرَ تَعَيَّرُمَ سَعَنَ حَمَّا مَا مَعَنَّ مَعَنَّ مَعَنَّ مَعَنَّ مَعَنَّ مَعَنَّ مَعَنَّ مَعَنَّ مَع ٣] عِدَ عَانَ سَعَنَ مَعَنَّ مَعَنَ مُعَن

<u>કેં.શ્રેંન મ</u>વેવગ**વ**ાલના

র্ন্ড নির্মা

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# Chapter III Misleading and False Representation

#### **Misleading Representation**

- 6. No person shall make a false or misleading representation, among others, that:
  - (a) The goods are of a particular kind, standard, quality, grade, quantity, composition, style or model;
  - (b) The goods have had a particular history or particular previous use;
  - (c) The services are of a particular kind, standard, quality or quantity;
  - (d) The services are provided by a particular person of a particular trade, qualification or skill;
  - (e) A particular person has agreed to acquire the goods or services;
  - (f) The goods are new or reconditioned;
  - (g) The goods were manufactured, produced, processed or reconditioned at a particular time;
  - (h) The goods or services have any sponsorship, approval, endorsement or affiliation, performance characteristics, accessories, uses or benefits;
  - (i) Concerns the existence, exclusion or effect of any condition, guarantee, right or remedy;
  - (j) Concerns the place of origin of the goods.

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สัรายิรารรา สูสาดูขุณาราสสัสเ

# Misleading Indication of Price

- 7. A person shall not mislead the consumers on the price of the goods and services.
- 8. An indication given to a consumer is misleading as to a price or a method of determining a price if what is conveyed by the indication, or what the consumer may reasonably be expected to infer from the indication or any omission from it, includes any of the following:
  - (a) That the price or method is not as indicated;
  - (b) That the applicability of the price or method does not depend on facts or circumstances on which it does in fact depend;
  - (c) That the price covers or the method takes into account matters in respect of which an additional charge is in fact made;
  - (d) That a person, who in fact has no such expectation, expects the price to be increased or reduced, whether or not at a particular time or by a particular amount; and
  - (e) That the facts or circumstances by reference to which the consumer may reasonably be expected to judge the validity of any relevant comparison made or implied by the indication are not what they in fact are.

# Price Tag

9. Goods displayed for sale and, wherever applicable, services shall have the price affixed conspicuously.

# Gifts, Prizes, Free Offers

10. No person shall offer any gift, prize or other free item with the purchase of any goods or services, whether or not

र्षेश्वयः गर्वेभान्त्रयः क्रेंट्राय्युव्य १० वीर्न्त्यांगीयायनः उप्तर्देवः यन्तवः लययार्न्रेयाःगलवः क्रेंवेर्ध्येवःवेवःयात्ता्षुत्रायनः उ द्रदेवः यत्तवः लययार्न्त्याःयात्तद्तः क्रेंवेर्द्तत्त्याडेयाय्यतः क्वेयवः यत्वः यार्थेव्यात्तवः

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- બન્દલ અસ્પ્વનગ્યું સેવ્વન્સુનુન્યન્દન રુપ નદ્દ અર્દ્વ ને ગીએ ગાયસુર મુન્વએ બન્દલ સ્ટસ્ ગાય સે ને ભું કેં કેં નુન્ય ગીએ જ ગાય અન્દલ ને ગાય સે તે તે બાદ સે બ
- (मुन्स' ਘन'व' गविश्व'स्रेन्स'न्य'सु' स'नहेव'म।
  गो गैन्ट्रांन' भन'व' हैस'म्प्र'नगाभाकी वनस'म्याहे'सु' म्याप्रक्षां वेनस'नगाभा

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contingent on the purchase of other goods or services:

- (a) With the intention of not providing it, and
- (b) With the intention of not providing it as offered.
- 11. No person shall in offering any gift, prize or other free item with the purchase of any goods or services, whether or not contingent on the purchase of other goods or services:
  - (a) Charge more than the regular price for the goods or services to be purchased; or
  - (b) Reduce the quantity or quality of the goods or services to be purchased.

#### **Claim That Goods Are Limited**

- 12. No person shall, in supplying or offering to supply goods for sale to consumers, describe the goods as limited unless the production is restricted to:
  - (a) A pre-determined maximum quantity; or
  - (b) A specified and reasonably short period of time.
- 13. A claim that goods are limited shall state clearly:
  - (a) The maximum quantity of goods which are offered for sale; and
  - (b) The specific time period or dates for which the goods are offered for sale.

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# Demanding or Accepting Payment without Intending To Supply

- 14. No person shall demand for or accept any payment or other consideration for goods or services, if at the time of the demand or acceptance that person:
  - (a) Does not intend to supply the goods or services;
  - (b) Intends to supply goods or services materially different from the goods or services in respect of which the payment or other consideration is demanded for or accepted; or
  - (c) Does not have reasonable grounds to believe that he will be able to supply the goods or services within any specified period, or where no period is specified, within a reasonable time.

# Land and Building

- 15. No person shall in connection with the sale or grant or possible sale or grant of an interest in land and building make a false or misleading representation concerning any or all of the following:
  - (a) The nature of the interest;
  - (b) The price payable;
  - (c) The location;
  - (d) The characteristics;
  - (e) The use to which land or building is capable of being put or may lawfully be put; and
  - (f) The existence or availability of facilities associated with the land or building.

న్న ఆర్షాశనిత్ర స్న ఆర్షాశనిత్ర స్న శుజు అనాశా శ్రానాత్రినిన్నా దిర్దార్ట్రోస్తానాన్నానా అనాశా జీవనానిక్రశాల్ లాగా అనా స్నిర్దార్ స్రాజానాత్రినిన్నా శ్రాజానికి అంగారింది. స్రాశాల్లు కారింది. స్రాశాల్లు కారింది. స్రాశాల్లు కారింది. స్రాశాల్లు కారింది. స్రాశాలు కారింది. స్రశాలు కారింది. స్రశాల కారంది. స్రశాల కారింది. స్రశాల కారం కారంది. స్రశాల కారంది. స్రశాల కారం కారంది. స్రశాల కారంది. స్రశాల కారం కారంది. స్రశాల కారం కారంది. స్రశాల కారంది. స్రశాల కారం కారంది. స్రశాల కారం కారం కారం కారం కారంది. స్రశాల కారం కారంరం కార

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**พาธารารัฐราษิม** 24 ผิ<sup>เ</sup>ร้าฑาฑิพาพรา พาธารรฐิราซิมา จะรีราจา พราสา ฮิสานา พราสา จะรีราสิ่านมา ฮิสาสิารรานสิณาจาณิ สู้านรัราชิฑาญา นั้ฑาฑิาฑสรารัสาฑรารุรา พราสา ธามชุมาซิา

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म्याबः श्वेश्वाययन्त् वैति सेयतु वृत्वेन्ग्यलेवातुः सेवान्ड्या ग्रीन्वीं पर्वेत्रण्यौत्तमा सम्तवः सेवाया १९ की रेंगा गीक्षाय्यमा उन्होंका यामवा लयका हेंगा गी हेंवायाः सेवान्ड्या यम्तवा सेवाळाया गालवाग्री न्वींग्दर्ने न्यर्गेत्त्म्यत्वा सेवावे र्क्तुंक्षे केंगा नेय्यमा सेवान्ड्या यम्तवा सेवाळाया

# Misleading Advertising

- 16. No person shall advertise for supply of goods and services at a specified price, which that person:
  - (a) Does not intend to offer for supply;-
  - (b) Is unable to supply at that price for a period that is, and in quantities that are reasonable having regard to the nature of the market in which the person carries on business and the nature of the advertisement.
  - (c) Does not intend to supply or provide quality goods or services; and
  - (d) Does not intend to supply or provide safe goods or services.

# Presumption of Liability for Advertisement

- 17. The representation in relation to any goods or services made or published in an advertisement shall be deemed to have been made by:
  - (a) The person who directly or indirectly claims to supply the goods or services;
  - (b) The person on whose behalf the advertisement is made; or
  - (c) Both of them, as the case may require, unless the contrary is proved.

# Non Discrimination in the supply of Goods and Services

18. The supplier and manufacturer shall not discriminate consumers in the supply of goods and services.

**૨૧નૅર્મેશ'નન' લગ્સ'ર્ફેગ'ર્ફ્ર' ગ્યાસ'ક્રેભ'વનન'ર્વે'ભુ' છેન્રૈનએન'મ** ૧૨ ગ્યાસ'ક્ષેબ'મ'નન' ગર્કે'ગ્સુંત'વનન'સે'ને'મેસ' સ'નેર્મેશ'ન' લગ્સ'ર્ફેગ'ર્ફ્ર' ગ્યાસ'ક્ષેબ' વનન'ર્વેલે'ત્રન' છેંર્ક્રેન'મ'ર્ફ્ર'ભુ' છેન્દેનસ્ટે'સે'ર્ઠેગ

- ลู้านานนาร์สินิ ทุพญานธุ์รานนาร์ลา ลำรัรา ลำรัสาขาสาสนาญ อีรานฐายงานนาร์สามาสาราลา ลำรัรา มาวา ลำราสานนิรฐานอิรา ผู้สาสาณาทุร์ทุพา ทุสราร์สายิาร์ทุพาลท์การา นติญาร์ ทันราทุจิพาฮารา
- ธิगादनः नयमःपञ्चुदायपनः भेनिः भेगे र्यगागी भेग्में ने प्रेगीशः ययनाभेनियये खिन्स्र खायत्वः निर्गाः ग] घनगामः भन्दा पक्तुनर्धिगायसः उन्ने भाषत्वः जनसः मिंगर्हुः प्रयासः
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- પગ્ન શેપ પર્ય ત્વે તે અન્ય સુયાય પ્રયત્ત અન્ય અન્ય તે પ્રયત્ત પશ્ચિત્વ તે ગે પ્રિ ୩ ટ્રાથ્ય સ્વયત્ત્વ તે અન્ય સુયાય પ્રયત્ત અભ્યાવ તે પ્રયત્ત્વ વ્યત્ત પ્રિ ૫ ટ્રાથ્ય સ્વયત્ત્વ તે અન્ય સુયાય પ્રયત્ત્વ અયાવ તે પ્રયત્ત્વ વ્યત્ત્વ પ્ર ૫ ટ્રાથ્ય સ્વયત્ત્વ તે અન્ય સુયાય પ્રયત્ત્વ અયાવ તે પ્રયત્ત્વ વ્યત્ત્વ પ્ર

#### Chapter IV Safety of Goods and Services

# Safety Standards

- 19. The Consumer Board, in consultation with the relevant agencies/organizations may by regulations prescribe the safety standards in respect of:
  - (a) Any goods or class of goods;
  - (b) Any services or class of services; and
  - (c) May prescribe different safety standards for different goods or services, or classes of goods or services.
- 20. The safety standard in relation to goods may relate to any or all of the following matters:
  - (a) The performance, composition, contents, manufacture, processing, design, construction, finish or packaging of the goods;
  - (b) The testing of the goods during or after manufacture or processing; and
  - (c) The form and content of markings, warnings or instructions to accompany the goods.
- 21. Where no safety standard has been prescribed under section 19 the person supplying or offering to supply the goods or services shall adopt and observe a reasonable standard of safety to be expected by a reasonable consumer, with due regard to the nature of the goods or services concerned.

नर्गेन् केंग

- ण) अन्दर्रे अन्दर्भात्तरः भ्रुषायायतः हर्णायान्तः क्षेत्रायम् अत्यतः यर्गातः क्रुर्णाः यत्रे क्यान्तः केषान्त्वा
- བَᡱོ་བ་ཀོད་ བོ་རྒྱན་ བྱམ་ཆ་ ཡང་ན་ སྒམ་རྒྱབ་ནི། ས་པོ་ མོ་མོགོད་ བོ་རྒྱོན་ ཡང་ན་ བོ་སྒྱོར་འབད་སྐབས་ ཡང་ན་ བོ་ཆོར་བའི་ എལ་ཕུ་ བརྒྱགདཕྱད་འབད་ནི་དང་།
- १० उन्देर्भग्दनायम्रेभग्वते क्रेवासुनगीगावश्वार्कनार्त्तुं गामयाग्रभागम्भान्द्रां देवागनार्द्ता

**ช้สาสูราขิ`ฑุธุพาธ์รุ**ๅ ୬৫ ชิ้าสิรานดิวาทีราสิขุพาซิฟา ดลิตาพ์ราดฟาสิบ/แพาสิขุพาส์ราราขุธิขาตรา ขึ้ง ธพราวยุธรริ พิฆาซติดิวิชัยเวเา ตองเซองเรราวอิตายดิว ดิรามธาชิวตรงเรีย

ଘିଙ୍କ େ ସ୍ମ ତମ୍ କିଷ୍ୟମ୍ୟ ନିସ୍ପ କିସ୍ଥ୍ୟମ

# Prohibition against Unsafe Goods

- 22. The Consumer Board may by notification declare any goods or any class of goods to be prohibited goods where the goods or goods of that class have caused or are likely to cause injury to any person or property or is otherwise unsafe.
- 23. A notification made under section 22 may require the supplier, in such manner and within such period as may be specified in the order, and at the supplier's own expense, to do any or all of the following:
  - (a) Recall the prohibited goods;
  - (b) Stop the supply of or the offer to supply the prohibited goods;
  - (c) Stop the advertisement of the prohibited goods;
  - (d) Disclose to the public any information relating to;
    - (i) The characteristics of the prohibited goods which render them unsafe;
    - (ii) The circumstances in which use of the prohibited goods are unsafe; and Any other matter relating to the prohibited goods or the use of the prohibited goods as may be specified;
  - (e) Repair or replace the prohibited goods; and
  - (f) Refund to any person to whom the prohibited goods were supplied the price paid or the value of the consideration given for the prohibited goods or any lesser amount as may be reasonable having regard to

- 5<sup>5</sup>] गण्यःश्चेऽ, नगायःकुःभ्रिवःम्प्येःसुण्यःखुः नगागाऽगःडवःग्र्युः उर्ऽर्देश्वःर्तुः नगायः श्चेण्ययनऽ'रेः देवःगॅन्र्श्चेऽभ्रेवःस्यः ण्यत्वः देवःर्व्र्य्यांगवश्वःगॅन्र्श्चेऽरंत्ररःन्यः ठेवः नगागाऽगःडवःग्र्युः उर्ऽर्देश्वःर्श्चेऽप्पॅऽश्चेः क्रेंर्श्चेऽत्यारेखुः उर्ऽर्देश्यःवरीगीः देवर्गेत्रः णत्वः देवःर्व्रत्यग्रींगावश्वार्गेत्रः णत्वः क्षेत्र्रेय्द्रीखुः नगागाऽग्राव्वः व्वर्गेत्रः णत्वः देवःर्व्वत्र्ग्रीःगविश्वर्गेत्रः णत्वः क्षेत्र्रेय्द्रीखुः नगागाऽग्राव्वः
- णलवागन्द्रना ठो नगागान्वारुवाद्यी ठन्हेंसार्ख, कुब्रसान्वर्डेसायनन्त्री धन्व कॅनावार्श्चेन्ती
- ૨.) શૈઃનચનચઃભુः म्यम्बःगश्रयः नत्त्राद्वेयःवतिः चद्तःर्नेदाञ्चनःद्वैःः
   ৫) वित्रभुःक्रेदायःचगायःवतिः चगामान्दयःख्दःम्युः उत्तर्रेत्रःक्रुंःमीःखनःद्वया
   ৫) चगामान्द्रयःख्दुः छः नर्रेत्रःर्द्धः चेनःर्ध्वेन्यवन्द्रदिःशुः क्रेदायःर्थन्यतेः
- حسِّه، كَلَّا مَنْ عَلَى اللَّهُ اللَّهُ مَنْ عَلَى اللَّهُ مَنْ عَلَى اللَّهُ مَنْ عَلَى اللَّهُ مَنْ عَلَى ال المَالِ المَالِي عَالَمَ اللَّهُ عَلَى اللَّهُ عَلَى اللَّهُ عَلَى اللَّهُ عَلَى اللَّهُ عَلَى اللَّهُ عَلَى اللَ المَالِ اللَّهُ عَلَى اللَّ
- ୩ๅ नगागान्साउवान्त्री उन्हेंसार्द्ध व्यगान्नेप्रही १२२ नगागान्साउवान्त्री उन्हेंसार्द्ध नगासान्नेवास्त्रकार्यस्वाप्रवन्तुते धन्तु

the use that person has had of the prohibited goods if supplied after the order was made.

24. A notification under section 22 need not be provided directly to the supplier and may be provided by general methods, including placing notices in the public news media, provided that the notice is clear and reasonable.

# Chapter V Guarantee in Respect of Supply of Goods

#### **Implied Guarantee of Title**

- 25. Where goods are supplied to a consumer, there shall be an implied guarantee that:
  - (a) The supplier has a right to sell the goods;
  - (b) The goods are free from any undisclosed security; and
  - (c) The consumer has a right to quiet possession of the goods.

# Implied Guarantee of Acceptable Quality

- 26. Where goods are supplied to a consumer, there shall be an implied guarantee that the goods are of acceptable quality.
- 27. A reasonable consumer fully acquainted with the state and condition of the goods would consider the goods as acceptable having regard to:
  - (a) The nature of the goods;
  - (b) The price;

<u>କଞ୍</u>ଷୁଣ୍ୟ'ନ୍ଦକ୍ଟ'ର୍ଜିଣ୍

१६ र्नेवर्कव २१ मदेर्देगांगी खुनानसुगर्भा ने नग्रमासुंभानां छा मन्त्राम् रु र्ध्वेनान्मेयां सेना का स्वर्णमा स स्वर्णमा स्व स्वर्णमा स्व स्वर्णमा स्वर्णमा स्वर्णमा स्वर्णमा स्वर्णमा स्वर्णमा स्वरणमा स्वर्णमा स्व स्वर्णमा स्व स्वर्णमा स्वर्णमा स्वर्णमा स्वरत्ता स्वरत्ता स्वर्णमा स्वरणमा स्वरणमा स्वर्णमा स्वर स्वरत्या स्वरत्या स्वरत्या स्वरत्या स्वरणमा स्वरणमा स्वरत्या स्वरत्या स्वरत्या स्वरत्या स्वरत्या स्वरत्या स्वरत्य स्वरत्या स्वर เฐา วลุฐกุณ เวริ เกากุณณ รุรา ฉัญ เอาริสาษี เพิ่ราม ริสา มี รุมรณาชิ เกรา เกรา ર્દ્ધવાયરુ હિવાવસ્યું વાયાવવાયું છે. દુરાવાયું વાયાયું વાયાયું છે. દુવા છે. દુવા છે. દુવા છે. દુવા છે. દુવા છે.

શું ઝર્નર્રેસ વેનુર્શુનુભુવદ્દેવપારે ધવાગવેનર્તરવાયો છે. નેબયર્નચવવારે न्ड्रलाः देश्वाञ्चब्रार्डमाः वेमार्श्वेनान्मे

- (c) Any statements made about the goods on any packaging or label on the goods;
- (d) Any representation made about the goods by the supplier or the manufacturer; and
- (e) All other relevant circumstances of the supply of the goods.

#### Implied Guarantee of Fitness for Particular Purpose

- 28. Subject to section 29, where goods are supplied to a consumer, there shall be an implied guarantee that the goods are fit for any particular purpose:
  - (a) That the consumer makes known, expressly or by implication, to the supplier as the purpose for which the goods are being acquired by the consumer; and
  - (b) For which the supplier represents that they are or will be fit.
- 29. This section shall apply whether or not the purpose is a purpose as to which the goods are commonly supplied.

# **Implied Guarantee of Price**

- 30. Where goods are supplied to a consumer, there shall be an implied guarantee that the consumer shall not be liable to pay to the supplier more than the reasonable price of the goods if the price for the goods is:
  - (a) Not determined by the contract;
  - (b) Left to be determined in a manner agreed by the contract; or

- รัสาญ' శ્રॅभ्राक्षेत्र'त' मागम्भय'झे' यान्त्र' मम्'अर्डें की झेंगायमा हार्ग र्हुगम्भन' मई'-र्गेन'-८-१ में ने'गी'र्नेदाशु' मग्राम्भेय'म'ने'गीम' ने'र्हु'महुम'मयम' महुम'दे'क्षेद्र'यदे' मम्' अर्डेंदार्झेद'र्ने
- ૱ૢૺ ૱ઽૣઽૼૹૻઌઌૹૹ૾૽ૣૺઌૻૹ૽૿ૢ૽ૺ૾ૡ૽૽ૡ૽ૺઌૻઌ૾ૻઽૼઌૣૡૹૻૹૢઽૹ૾૾૾ઌૡૡૻૻ૱ૹૡૹૺ

- (c) Left to be determined by the course of dealing between the parties.
- 31. Where there is a failure to comply with the implied guarantee under section 30, the consumer shall not pay more than the reasonable price.

#### Implied Guarantee of Repairs and Spare parts

- 32. Where goods are supplied to a consumer, there shall be implied a guarantee that the manufacturer and the supplier shall provide for the repair of the goods and the supply of spare parts.
- 33. Section 32 shall not apply where reasonable action has been taken to notify the consumer, at or before the time the manufactured goods are supplied, that the manufacturer or the supplier or both does not undertake that repair facilities and spare parts will be available for those goods.

# Manufacturer's Express Guarantee

- 34. An express guarantee given by a manufacturer of goods which are supplied to a consumer shall bind the manufacturer.
- 35. An express guarantee in respect of goods given by a manufacturer in a document binds the manufacturer where the document is given to a consumer with the actual or apparent authority of the manufacturer in connection with the supply by a supplier of those goods to the consumer.

૧૫ નર્કે સુત વનન સે ગીય અને સ્પર્સ સેન બાળ અર્જવા તત્મ ગયબ નર્ફેન વ્યય બે તત્મને તે સ્પર્ધ સ્વાપ્ત સ્વાપત્ત સ્વાપ્ત સ્વપત્ત સ્વ સ્વપત્ત સ્

मर्डे क्रुव तमन केंद्रे मम्भया महेंनाममा येवा ૧૯ & & March &

મર્ચે સ્વું ત્વન- 'નવે' રું ને દેશ છું. નગ્ર શું વગ્ર શું વ્ય ત્વન- 'નવે' સ્વુન્ય અન્ય અન્ય ગ્વા શું બાર્ચુ સ્વ ગે નિ પ્ય શે દેશું ને '' ત્વ '' ત્વ '' ત્વ '' ત્વ શું ત્વ '' ત્વ '' ત્વ પ્ય શું લે' ત્વ પ્ય શું શું ને '' બન્ય '' તે ''' તે '' તે ''' તે '' તે '' '

40 ર્નેં વેં જે વું સ્વર્ગ્સ્ સ્વર્ગ્સ્ સ્વર્ગ્સ્સ સ્ટ. સ્ટ. સુગુરુ પ્રચ્યુ સ્ટ. સુગુરુ સ્ટ. સુગુરુ સ્ટ. સુગુરુ સ્ટ. સુગુરુ સ્ટ. સુગુરુ સ સુગુરુ સ સુગુરુ સુગુર સુગુરુ સ સુગુરુ સ સુગુરુ સુગુર સુગુર સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુરુ સુગુર સુગુરુ સુગુર સુગુર સુગુર સુગુર સુગુરુ સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુરુ સુગુર સુગુર સુગુર સ સુગુરુ સુગુરુ સુગુર સ સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગ સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સ સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સુગુર સ સુગુર સુગુ

- 36. For the purposes of this section, "express guarantee", in relation to any goods, means an undertaking, assertion or representation in relation to:
  - (a) The quality, performance or characteristics of the goods;
  - (b) The provision of services that are or may at any time be required in respect of the goods;
  - (c) The supply of parts that are or may at any time be required for the goods;
  - (d) The future availability of identical goods, or of goods constituting or forming part of a set of which the goods in relation to which the undertaking, assertion or representation is given or made form part of; or
  - (e) The return of money or other consideration, should the goods not meet any undertaking by the guarantor, given or made in connection with the supply of the goods or in connection with the promotion by any means of the supply or use of the goods.

# Chapter VI Rights against Suppliers

# **Consumer's Right of Redress Against Suppliers**

37. The consumer has a right of redress against a supplier of goods where the goods fail to comply with any of the implied guarantees.

# Non Compliance with Guarantees

38. If the goods fail to comply with a guarantee under this Act, the consumer may exercise the following remedies:

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- ૡ઼ૢૻૡ૽ૼૺ૽ ႃႃႃૺ ઽૻઽઽૻૼૼૼૼૼૼૼૼૼૼૻૻૻ૽ૼૻૺ ૹૢૢૣૺૼૹૻૻૹ૾ૼઽૻ ૡૣૺૻ૿૿૽ૺૺૼૼૼૼૼૣૢ૽ૢૢૢૣઌૻૡૼૹૻૹ૾ૻ ૡઽૻૡૼ ૡૼ૾ૣૢૺ ઽૻૡૢ૾ૺૼ૾ૡઽૡૼૺ૾ઙૢૢૢૢૼૹૻઌ૾૾ઌૻઌઌૼ૱૱૱૱ૡૻૹૺ૿૽ૢ૽ૺ૾ૼૡૼૡૢ૿ૻ૱ૡ૾ૺૼ૾ૡઌૹૻ૾૾૾ૼૼૼૼૼૼૼૡ૽૿૾૽૽૽૽ૼ

- (a) If the failure can be remedied, the consumer may require the supplier to remedy the failure within a reasonable time; and
- (b) If the failure cannot be remedied, the consumer may:
  - i. Reject the goods; or
  - ii. Obtain from the supplier damages in compensation for any reduction in the value of the goods below the price paid or payable by the consumer for the goods.
- 39. In addition to the remedies under section 38, the consumer may obtain from the supplier damages for any loss or damage suffered by the consumer, other than loss or damage through a reduction in the value of the goods.
- 40. If the supplier refuses or neglects to remedy the failure as required under section 38 (a), within a reasonable time, the consumer may:
  - (a) Have the failure remedied through appropriate forum under this Act or any other laws and obtain from the supplier all reasonable costs incurred in having the failure remedied; or
  - (b) Reject the goods.

# Remedy for Non-Compliance

- 41. A supplier shall remedy a failure of any goods to comply with a guarantee by:
  - (a) Repairing the goods;
- **ામસ'પોતુ'નૃત્સ'વદ્ધિવ'સે'ભુ'નર્કે દ્વનસ**  $\epsilon_{1}$  નગ્રાહ્ય'સેબ'ન' રેવા'ગેસ' ાવસ'પોતુ' રેવા'નૃત્ત'વધ્ય' તેવે'ને તે' તે' તે' સું' સ'ગૃત્તુ ત્યું' વદ્યુસ'
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ર્ને વઃર્દ્યવું ત્ર, યવે વેવાગી, વર્રે ઘવર્ષ શું ગો,તા સ્નેન્દણ, કે ર્શ્વેન યન્દ્રે ગીશ, વગ્રવા સેવા વાને ભાષા, અને દ્વાપાય પાય પ્રાપ્ત શ્રીપ, વર્ષ શેન. સુવા છે, ચીને ત્રે તેવા પ્રાપ્ત શ્રીપ, વર્ષ શેન. બુધ કુપ્રો તુર્વે શ્રીપ, ત્રે તેવા પ્રાપ્ત શ્રીપ, ત્રે તેવા પ્રાપ્ત શ્રીપ, ત્રે તેવા પ્રાપ્ત શ્રીપ, સ્થિત ત્રે પ્

- (b) Curing any defect in title;
- (c) Replacing the goods with goods of identical type; or
- (d) Providing a refund of any money paid or other consideration provided by the consumer in respect of the goods where the supplier cannot reasonably be expected to repair or replace the goods or cures any defect in title.

#### Loss of Right to Reject Goods

- 42. The right conferred under this Act to reject goods shall not apply if:
  - (a) The right is not exercised within a reasonable time;
  - (b) The goods have been disposed of by the consumer;
  - (c) The goods have been lost or destroyed while in the possession of a person other than the supplier;
  - (d) The goods were damaged after delivery to the consumer for reasons not related to their state or condition at the time of supply; or
  - (e) The goods have been attached to or incorporated in any real or personal property and the goods cannot be detached or isolated without damaging them.
- 43. For the purposes of section 42 (a), "reasonable time" means a period from the time of the supply of the goods within which it would be reasonable to expect the defect to become apparent having regard to:
  - (a) The type of goods;

- د ﴿ أَمْ تَعْمَ وَ ٢ اللَّهُ عَدَمَ اللَّهُ عَدَمَ اللَّهُ اللَّهُ عَدَمَا اللَّهُ اللَّهُ اللَّهُ اللَّهُ ال รรัสาวของพิณานาราวาน 25 เกิด 25
- नहेवाहे बेन्यानहर्ण्यन्या यरता นา. พ.พ.ศลิตเลนพ.พา.
- الم حَرَجَةُ وَعَنَى اللهُ مُحَالِ مُلاللهُ الللهُ اللهُ مُللهُ مُحَاللهُ الللهُ مُحَالِ مُحَاللهُ مُحَالِ مُحَاللهُ مُحَالِ مُحَاللهُ مُحَالِ مُحَاللهُ مُحَالِ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَالللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَالِ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَاللهُ مُحَالللهُ مُحَالِ مُحَالللهُ مُحَالللهُ مُحَالِ مُحَالللهُ مُحَاللللهُ مُحَاللللهُ مُحَاللللهُ مُحَالل

ลู้สะวัสะพัราน พรส ลิรุนารรรพัราม

**૱**ᡪઽૼૼૹ੶ૢૢૢૢૢૢૢૼ૽ ૡૻૼૹૣૻૹ૾ૣૢૼૼૼૢૻૡ૽૿ૡ૽ૻૹ૽ૻ૱ૻઽૣઌઽ૽ૡૼૼૼ૱ઌ างณฑิมพาวริทำวัญาญ งารรัพาสู่ พัญารู้ราธิ์ญานวิ รัญารณรามาริ 69

गलवर्द्ध येगः ध्रेनः नगे

لرلم ลิกาทุสพาญาพ์กานกิ่า ผู้สาทุการกา จริกการกาลใ ๚ๅ ฮรร์สีพริฑิฮ์จาพ ฮรร์สีพริรรร์ชาฑอิตษาลู์รลิ แรล ราๅ ฃุณามิรา ธารัสงานขุณามิณานาราขิสงา จุณพานอร์สงานนาราสิง พราสง สนา 

- (b) The use to which a consumer is likely to put the goods;
- (c) The length of time for which it is reasonable for the goods to be used; and
- (d) The amount of use to which it is reasonable for the goods to be put before the defect becomes apparent.

#### **Rejection of Goods**

- 44. The consumer may reject the goods by notifying the supplier of the decision to reject the goods and of the ground or grounds for the rejection.
- 45. If the consumer exercises the right to reject goods, the consumer shall return the rejected goods to the supplier unless:
  - (a) Because of the size or height or method of attachment, the goods cannot be returned or removed or transported without significant cost to the consumer, in which case the supplier shall collect the goods at its own expense;
  - (b) Because of the method of attachment, the goods cannot be returned or removed without significant damage to the real or personal property to which they are attached, in which case the supplier shall compensate the consumer for any loss or damage resulting from or consequent upon such removal; or
  - (c) The goods have already been returned to, or retrieved by the supplier.

찌

- वः गर्वेन:र्क्चेव:कुनःस्पत्वेः सुनःप्रमुषः र्द्धः र्द्वनान् वः गर्वेन:र्क्चेव:कुनःस्वयाः स्वार्थ्वः र्द्धनान् य गो उद्दर्देशः र्द्धः व्यवार्श्चेद:र्क्चरःनः अत्यवः न्य्यव्यः श्चेवःन्द्रेय्वयाः व्यव्याः स्वार्थ्वः व्यव्याः स्व
- اللَّهُمَّا عَلَيْهُمَا عَلَيْهُمَا عَلَيْهُمَا عَلَيْهُمَا عَلَيْهُمَا عَلَيْهُمَا عَلَيْهُمَا عَلَيْهُما عَلَيْ عَلَيْهُما عَلَيْ عَلَيْهُما عَلَيْ عَلَيْكُما عَلَيْ عَلَيْ عَلَيْكُما عَلَيْ عَلَيْ عَلَيْهُما عَلَيْهُما عَلَيْهُما عَلَيْهُما عَلَيْهُما عَلَيْهُما عَلَيْهُما عَلَيْ عَلَيْ عَلَيْ عَلَيْ عَلَيْ عَلَ عَلَيْ مَا عَلَيْهِما عَلَيْهِما عَلَيْهِما عَلَيْ عَلَيْهِما عَلَيْهِما عَلَيْ عَلَيْكَمَا عَلَيْكَ عَلَيْ عَلَيْ عَلَيْ عَلَيْ عَلِي عَلَيْكَمَا عَلَيْ عَلَيْ عَلَيْكَ عَلَيْ عَلَيْ عَلَيْ عَلَيْ عَلَيْ عَلَيْكَمَا عَلَيْ ع عَلَيْ عَلَيْ عَلَيْ عَلِي عَلَيْ عَ مَعْلَيْ عَلَيْ عَلَيْ عَلَيْ
- ग] उद्दर्रेस.र्हु.गी' र्श्वेस्नःर्स्त अर्घः क्रदा अप्रत्व अकृस्र मुगसायनदा घटसा ग] उद्दर्रेस.र्हु.गी' र्श्वेर्सुदा अप्रत्व अर्घे क्रदा अप्रत्व अकृस सुगसायनदा घटसा सुपनहेत.हे. र्हेर्श्वेत्यादेस्य चत्र्या स्त्रेत्या चत्र्या स्त्रेयायात्र स्त्र स्त्रेयायात्र ते आटत र्श्वेय्याद्वियायादे भीसा चट्या स्त्रेयायहत्याद त्रियाया स्त्रुयायाद्व राह्य स्त्र स्त्र व्यास स्त्रेयायादे मीसा चट्या प्रत्या पाहट र्ष्ट्र गायसा यस्त्रुयायाद्व यत्याद र्म्त्र
- ૯૫ ગાબાસીન: ૪૾઼ૺૹૄ૾ૼન'ધ'ને'ગીસા અનેર્નેસાર્સું'ર્બેગાર્સ્વેન્'વેલે કેંઘ'નચન્ય્યક્ષન્ટાર્સુન'વચન'ચ'રીત ગાનઆગાસબાગ્રી'ગાતન'બસાચકેત્રાંકે રૂપ્ટાંચચ્ચસાએન'ત્રઆગાર્કેગાસા ને'સેત્રાઝનનેંસાર્સું ક્ષુન' બેંગાર્સ્વેન્ડનર્ગે:

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- व। ग) ङान्हेंसार्द्धः मेनार्श्चनायमनावेतेः देसाख्रवाष्ट्रीनायमना

46. If the ownership in the goods has passed to the consumer before the consumer exercises the right of rejection, the ownership in the goods re-vests in the supplier upon notification of rejection.

#### **Refund or Replacement**

- 47. If the consumer exercises the right to reject goods conferred under this Act, the consumer may choose to have:
  - (a) A refund of any money paid or other consideration provided by the consumer in respect of the rejected goods; or
  - (b) Goods of the same type and of similar value to replace the rejected goods where such goods are reasonably available to the supplier as part of the stock of the supplier, and the supplier shall make provision accordingly.
- 48. The obligation to refund cannot be satisfied by compelling the consumer to acquire other goods from the supplier.

#### Assessment of Damages in case of Hire-Purchase Agreements

- 49. The damages that a consumer may recover for a failure of goods supplied under a hire-purchase agreement to comply with a guarantee under this Act shall be assessed, in the absence of evidence to the contrary:
  - (a) On the basis that the consumer will complete the purchase of the goods, or
  - (b) Would have completed the purchase if the goods had complied with the guarantee.

- **देवर्गेत्द्रैकार्श्वेन ўग्देंत्यावर्ण्येगायन्दुः क्रुँवयुत्त्यदेयावर्ष्यः क्रैकार्श्वेवय्वन्स्थ।** ६० देवर्गेत्द्रैकार्श्वेन ўग्देंत्यावर्ण्येगार्थ्वेगाय्यं प्रयायश्वेभारवन्द्र्णेन्स्री उन्द्रेसार्हुः वा नहन्यत्रेञ्चन्स्य क्रॅंर्श्वेन्यायेषा क्रुँग्वेन्यायेषा क्रुन्द्र्याय्यं प्र्यायश्वेभारवन्द्र्याद्वेन्यः क्रुव्यद्व्यायेषा क्रुन्यद्र्याय्यं क्रुन्यद्र्याय्यं क्रुन्यद्र्याय्यं क्रुन्यद्र्याय्यं क्रुव्यद्व्याय्यं क्रुव्यद्व्याय्यं क्रुंत्य्वन्यः क्रिंत्य्वन्यः क्रिंत्य्वन्यः क्रुंत्य्यं क्रुव्यद्व्याय्यं क्रुंत्याय्यं क्रुंत्याय्यं क्रुत्याय्यं क्रुत्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्रिंत्येवन्त्यः क्रिंत्य्वन्यः क्रुंत्याय्यं क्रुत्याय्यं क्रुत्याय्यं क्रिंत्येवन्त्याय्यं क्रिंत्यं वित्येन्यं क्रिंत्य्वन्यः क्र्यं क्र्याय्यं क्र्याय्यं क्रुत्याय्यं क्र्याय्यं क्र्य्यं क्र्य्यं क्र्याय्यं क्याय्यं वित्येन्यं वित्येन्यं यावर्य्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्रिंत्यं वित्येन्यं क्र्याय्यं वित्येन्यं क्र्याय्यं क्र्याय्यं क्र्यं क्र्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्यं क्र्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं वित्यं न्यं वित्यं न्यं वित्यं न्यं याय्यं क्र्याय्यं क्र्यं वित्यं न्यं वित्येन्यं क्र्यायं वित्यं क्र्यायं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्याय्यं क्र्यं क्र्याय्यं वित्यं वित्येन्यं वित्येन्यं वित्येन्यं वित्यं व्यं वित्यं व्यं व्यं व्यं व्यं
- श्चन से केंग

- **ଽୖ୶ୣୄୄୄୄଽଽ୷ୢଈ୵ୖ୷୶୲୕୴୷୕୶ୢ୵ୖଽ୕୷୕ଌ୕୴ୢୖଌୣ୕ୄଽୖୡ୲୲** ଽ୶ ୩୴୕ଈୠୄୖୖୢଽୄୠୄୖୢୠୠୄ୕୵୴ୖୠୖୄଈ୶୕୰ଌଌୡୖ୲ୡ୶୶୲ୡୖୠୖ୩ୖ୲ୡ୕୩ୄୠ୰୰ୠୖ୵ୖଢ଼୲୷ୖୡ୲୲ୄୖଌୣ୲୵୲ୡୖୡୠୖଽ୲ଌ୕୶ୢୠ୶ଽ
- ૯૯ ગાબઃશ્વેન કેંર્શ્વેનચાનેગીયા બેંગાંર્શ્વેનજ્વેવેંગ્રેંગનન્સ્ય સ્ફ્રેન્સુંનુસાયવન્યત્વેશ્વર્ગેન્સ બયા અનેસ્યાગીયનગાન્ત્ર કેંર્શ્વેનચાન્સ્યાર્થ્વેન્સ્ય સ્વેન્સ્ય સ્ફ્રેન્સ્ય બેંગાર્જ્વેન્સે વર્ષ્ય સ્ફ્રેન્સ્ વર્ષ્ય સ્વેન્સ્ટે બ્રહ્મ અન્સ્સ્યાગીયન્સ્યાન્સ્ટ બેંગાર્સ્ટ્વેન્સ્ય વ્યાયસ્થે બાંધ્ય સ્ટ્રેબ્યુ વર્ષ્ય વ્યાયસ્ય

#### Liability for Representation

- 50. Where goods assigned or procured to be assigned to the supplier by a person acting in trade (the "dealer") are supplied to a consumer, every representation made to the consumer by the dealer or by any person acting on the dealer's behalf in connection with, or in the course of negotiations leading to, the supply of the goods shall give the consumer:
  - (a) As against the supplier, the same rights as the consumer would have had under this Act if the representation had been made by the supplier personally; and
  - (b) As against the dealer who made the representation and any person on whose behalf the dealer was acting in making it, the same rights against any or all of them personally as the consumer would have had under this Act if that person had supplied the goods to the consumer as a result of the negotiations.
- 51. Without prejudice to any other rights or remedies to which a supplier may be entitled, a supplier shall be entitled, where the representation was made without his express or implied authority, to be indemnified by the dealer who made the representation and by any person on whose behalf the dealer was acting in making it, against any damage suffered by the supplier through the operation of section 50.

# Liability of Assignees and Financiers

- 52. This section shall apply only in respect of hire purchase agreements.
  - (a) The liability under this Act of an assignee of the rights of a supplier under a contract of supply shall not exceed the amount owing by the consumer under the contract at the date of the assignment;

- વૈ<sup>ર્જો</sup>વી ୩၂ નરુવઃલેઅશ્વવર્?ગોવેંગાયું ૨૪૧ે<sup>દ્</sup>શાબેવાંશે રેંગાગેશ ૨૪૧ેદેશપ્વાય્યુબપ્વ રેંગાયું વલેપ્વર્? ફેંર્યુંડ્રાયવાબ્યવ્યવાદ્યક્વાં સુંદ્રાર્ગેપવેષ્ટ્ર બશ્ર ભ્રુગાવેઓના
- **૱ઽૠૼૹૡ૽ૡૡ૽૿૱ૻૡ૱ૻૡૻૡૼૡ૾ૻૡ૽ૻૡૡ૽ૻૡ૽ૻૡૡ૽૿ૻૡ** ૡ૱૽૾૾ૼૼૺ૱ૼૼૼૼૡૼૡ૾ૻૡૼૺ૾૾૾૾૾૾૾૾૾ૡૼૺૻ૾ઌૼૺૡૼૡ૾૿૱ૻૺૢ૾ૺૡ૽ૼ૾ૼૡૡ૽૿ૡૺઌૻૡ૽૿ૡૺઌૡ૽૿ૡૺઌૡ૾૽ૡૺૡૡૡ૾૽ૡ૽૿ૡૺૻૡૢૡૼૡૻ

- อิสารทัศาราพระ ฦๅ จานสาลิณาจริเฮรารู จลิณาพัราชิเจอจราติสสารราจเติณ จานสาลิณาจาลี

- (b) The liability under this Act of a financier who has lent money on the security of goods supplied to a consumer shall not exceed the amount owing by the consumer at the date of the loan;
- (c) Where the assignee referred to in section 52 (a) or the financier referred to in section 52 (b) suffers any losses because of a liability to the consumer under this Act, the assignee or financier shall, subject to any agreement with the supplier, be entitled to be indemnified by the supplier against those losses; and
- (d) No assignment of the rights under a contract of supply shall affect the exercise of any right or remedy given under this Act against the supplier.

#### Chapter VII Rights against Manufacturers

#### **Right of Redress against Manufacturers**

- 53. A consumer shall have a right of redress against a manufacturer of goods if the goods fail:
  - (a) To comply with the implied guarantee as to acceptable quality;
  - (b) To comply with the implied guarantee as to repairs and spare parts; or
  - (c) During the currency of the guarantee, to comply with any express guarantee given by the manufacturer that is binding on the manufacturer.

- $\tilde{w}_{f}$ સે'ને'ਘન गળાસીન સ્વર્ત્સાર્સુ:  $\eta$   $\int$   $\int$   $\nabla c'uda' - \nabla c'uda' -$

# ભેલું 🖉 મ કેંર્ફ્રેનચર્ફ્સ્થીય અર્ક્સ્વર્ગ્સ્થુફ્રિયનનું શ્રેખ્યક્વિન્નનન્

#### **Exceptions to Right of Redress against Manufacturers**

- 54. Notwithstanding section 53, there shall be no right of redress against the manufacturer under this Act in respect of goods which fail to comply with the implied guarantee where the failure is due to:
  - (a) An act, default or omission of, or any representation made by, a person other than the manufacturer; or
  - (b) A cause independent of human control, occurring after the goods has left the control of the manufacturer.

#### Non-Compliance with Guarantees

- 55. Where a consumer has a right of redress against the manufacturer under this Chapter in respect of the failure of any goods to comply with a guarantee under Chapter V, the consumer may obtain damages from the manufacturer:
  - (a) For the reduction in the value of the goods resulting from the manufacturer's failure, namely;
    - (i) The reduction below the price paid or payable by the consumer for the goods; or
    - (ii) The reduction below the average retail price of the goods at the time of supply, whichever price is lower; and
  - (b) For any loss or damage to the consumer resulting from the manufacturer's failure, other than loss or damage through a reduction in the value of the goods.
- 56. Where the consumer is entitled by an express guarantee given by the manufacturer to require the manufacturer to

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remedy the failure by - repairing the goods; or replacing the goods with goods of identical type, no action shall be commenced under section 55 (a) unless the consumer has required the manufacturer to remedy the failure and the manufacturer has refused or neglected to remedy, or has not succeeded in remedying, the failure within a reasonable time.

# Chapter VIII Guarantees In Respect Of Supply of Services

# Implied Guarantee of Reasonable Care and Skill

57. Where services are provided to a consumer, there shall be implied a guarantee that the services will be carried out with reasonable care and skill.

#### Implied Guarantee of Fitness for Particular Purpose

- 58. Where services are provided to a consumer, there shall be implied a guarantee that the services, and any product resulting from the services, will be:
  - (a) Fit for any particular purpose; and
  - (b) Of such nature and quality that it can reasonably be expected to achieve any particular result, that the consumer makes known to the provider, before or at the time of the making of the contract for the provision of the services, as the particular purpose for which the services are required or the result that the consumer desires to achieve.

# Implied Guarantee of Time of Completion

59. Where services are provided to a consumer, there shall be implied a guarantee that the services will be completed within a reasonable time where the time for the services to be carried out is:

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 สังานสุร รสะศิจารรา พณฑรชณาข้า รระบูทุพาณฑานสานสุ
 พา ชิร์ยู้รานาริทาญ ดาจงาร์ทาฐ์เอิสามนิามุกจงา ดาจงาร์ทาฐ์ นั่งงานสาขีบรสะศิจารรา พณฑรณาข้ารัทาณงา อิสาสาอราวนิ่า รระบูทุพาณจานสาชนิสาธิทานกรารทั

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- (a) Not determined by the contract;
- (b) Left to be determined in a manner agreed by the contract; or
- (c) Left to be determined by the course of dealing between the parties.

#### **Implied Guarantee of Price**

- 60. Where services are provided to a consumer, there shall be implied a guarantee that the consumer shall not be liable to pay to the supplier more than the reasonable price for the services where the price for the services is:
  - (a) Not determined by the contract;
  - (b) Left to be determined in a manner agreed by the contract;
  - (c) Left to be determined by the course of dealing between the parties; and
  - (d) For non-compliance with the implied guarantee under this section, the consumer may refuse to pay more than the reasonable price.

#### Chapter IX Rights against Service Providers In Respect Of the Guarantee

# Consumer's Right of Redress against Service Provider

61. A consumer shall have a right of redress against a service provider, if the services or product resulting from the services fail to comply with any of the implied guarantees.

**લનસ્ય ર્તૃે માં છેત્વ સે 'બસ્ય' છેં શું ન પ્ય 'ગે માં ન ગાત ફ્રેંગ માં એ ભા વૈત્વે પ્રેંગ ન નના** 6.9 ગાભા સ્વેન 'લનસ્ય' તેંગ ' બન્નસ' તેંગ ' ભનસ' તેંગ 'ભસ્ય 'વત્રે વર્ષે વર્ષે વર્ષે તેં સ્ટ્રોનન' ન ન્ટર ભુગ સા ભ્વસ્ય બે તે 'ન ન સ્ય 'વે લે ' તેં સ્ટ્રોન ' છેં સ્ટ્રોન' પ્ય 'ને ગીસ' લનસ્ય તેં ગા છે તે ' તે ' તે ' ન ગાત સ્ટ્રેંગ સ્થે ભ્ય ન રુ ગા તે તે ' સે ન' ન ન ન ખેના

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- पलगार्ये५'म। भरतः ग] इम्बतर्द्धंगीम्परातः द्वियामाद्वम्प्यत्रभूमरूः गहतादवियामर्वे ते स्वेः मलगा
- गो तयाव रद्दिव वर्त्तः याहव रदायेव्य या में र्या राज्य रा त्या तयाव रद्द्दिव क्री: राय्यायेव राव्यय राज्य राज् राज्य राज्य
- ચલગા<sup>-</sup>ૡ૾ૻઽ<sup>-</sup>ૠૢ ૡઽૡ ગે કાર્યવર્ત્કુ:ગે ગર્ગ્સ, તર્ક્રવ્યાન્ય ત્વક્ર ગ્યુન્સ, ગાંદવાત્વના નક્રાં કે કે. ચલગા બે પ્
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#### Exceptions to Right of Redress against Service Provider

- 62. Notwithstanding section 61, there shall be no right of redress against the service provider under this Act in respect of the failure of the services or any product resulting from the services to comply with the implied guarantee, where the failure is due to:
  - (a) An act, default or omission of, or any representation made by, a person other than the service provider; or
  - (b) A cause independent of human control.

# Options against Service Provider Where Services Do Not Comply With Guarantees

- 63. Where a consumer has a right of redress against the service provider under this Chapter in respect of the failure of any services or any product resulting from the services to comply with a guarantee, the consumer may exercise the following remedies:
  - (a) Where the failure is one that can be remedied, the consumer may require the supplier to remedy the failure within a reasonable time; or
  - (b) Where the failure is one that cannot be remedied, the consumer may, with immediate effect:
    - (i) Subject to section 62, cancel the contract for the provision of the services in accordance with this Act; or
    - (ii) Obtain from the service provider damages in compensation for any reduction in the value of the product resulting from the services below the charge paid or payable by the consumer for the services.

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- 64. In addition to the remedies under section 63, the consumer may obtain from the service provider, damages for any loss or damage suffered by the consumer, other than loss or damage through a reduction in the value of the product resulting from the services, which is proved to be a result or consequence of the failure.
- 65. Where the service provider refuses or neglects to remedy the failure as required under section 63 (a), or refuses or neglects to do so within a reasonable time, the consumer may:
  - (a) Have the failure remedied under this Act or any other laws and obtain from the service provider all reasonable costs incurred in having the failure remedied; or
  - (b) Revoke the contract for the supply of the services in accordance with this Act.

#### Loss of Right to Revoke Contract

- 66. The right to revoke a contract shall not apply if:
  - (a) The services provided under the contract is merely incidental to the supply of the goods; and
  - (b) The consumer has or had the right to reject the goods under this Act, whether or not he exercises that right.

#### Effect of Revocation of Contract

67. If the consumer exercises the right conferred under this Act

ขุณามิรา ซิฏิรานาราขิมา นอลาติมมาสราขาวัยเรียารานีรานสิ่า ลขุสารสิสาธา

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- प्रययश्र सेंदर्ण्यते मेंदर्ज्जुन अत्यते गर्वेनर्क्षेवरम्थियम् मेंदर्ण्यत्य विवयर्ग्तगर्व्य सेंदर्म्म શુવાયવાયા અન્ય નેવેલુન્યવાયાજ્યનાયવા સુવાવેને જે દુનિયાને ગેમયા લવયા દેવા ૽૿ૢ૽ૺ૱ૻૹ૾ૺઽ૽ૺઌૹૻૻ૾૽ૹ૽ૢૼઽૻૹૢૼઽૢૻ૾ઌઽ૱ૻૹ૽ૣૼૼૼૼૼૼઽૹ૽ૢ૽ૼૼૼૼૹૻ૽ઌૼૻૻ૱ૻૹ૽ૼ૱ૻ૽ૹ૽૾૱ૻૹ૽ૼ૱

to revoke a contract for the use of services the consumer shall be entitled to obtain from the service provider a refund of any money paid or other consideration provided in respect of the services:

- (a) In so far as the contract has been performed at the time of the revocation, no party shall by reason of revocation be divested of any property transferred or money paid under the contract, except as provided under section 68 (a); and
- (b) In so far as the contract remains unperformed at the time of the revocation, no party shall be obliged or entitled to perform it further.
- 68. Nothing in section 67 shall affect the right of a consumer to:
  - (a) Recover damages in respect of a misrepresentation or the repudiation or breach of the contract by another party;
  - (b) Obtain damages for failure to comply with a guarantee; or
  - (c) Reject goods supplied in connection with the services in this Act.

#### Chapter X Product Liability

#### **Defective Product**

- 69. For the purposes of this Chapter, the product is defective if the safety of the product is not such as a person is generally entitled to expect or as prescribed under the laws.
- 70. In determining what a person is generally entitled to expect in relation to a product, all relevant circumstances shall be taken into account including:
  - (a) The manner and purpose in which, the product has been marketed;
  - (b) The use of any mark in relation to the product;
  - (c) Instructions for or warnings with respect to doing or refraining from doing anything with or in relation to the product;
  - (d) What may reasonably be expected to be done with, or in relation to the product; and
  - (e) The time when the product was supplied by its producer to another person.
- 71. For the purposes of this section, "safety", in relation to a product, shall include the safety:
  - (a) With respect to products comprised therein;
  - (b) In the context of risk of damage to property; and
  - (c) In the context of risk of death or personal injury.

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# <sup>দ্রী</sup>ন্ত *१० শ* र्केंदर्चेग'गै'ऐश्व'दक्षी

# Liability for Defective Products

- 72. Where any injury is caused to the consumer's life, body or property by the defective product, the following persons shall be liable for the injury:
  - (a) The producer of the product;
  - (b) The person who, by putting his name on the product or using a trade mark or other distinguishing mark in relation to the product, has held himself out to be the producer of the product; and
  - (c) The person who has, in the course of his business, imported the product into the Kingdom of Bhutan in order to supply it to another person.
- 73. Where injury is caused wholly or partly by a defect in a product, the person who suffered injury may within a reasonable period after the injury occurs, request the supplier to identify any or all of the persons referred to in section 72.
- 74. For the purpose, of section 73, it is immaterial whether the supplier supplied the defective product to:
  - (a) The person who suffered the damage;
  - (b) The producer of a product in which the defective product is comprised therein; or
  - (c) Any other person.
- 75. Where the supplier fails to comply with a request under section 73 within a reasonable time having regard to all the circumstances, the supplier shall be held liable for the loss or injury.

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- 76. Where two or more persons are liable for the same injury, their liability shall be joint and several.
- 77. The manufacturer shall not be liable for the defective products after the expiry of two years from the date of injury.

#### Chapter XI Administrative Penalties

#### **Penalties against Grievances**

- 78. If the Office of Consumer Protection or the Consumer Advocate is of the opinion that a person has violated sections 6 to 18, it shall issue the following orders to:
  - (a) Pay a fine equivalent to the value of the goods or services; or
  - (b) Rectify the misleading representation within 14 (fourteen) days.
- 79. If the person fails to comply with section 78:
  - (a) The fine equivalent of the value of the goods or services shall be imposed; and
  - (b) The business license shall be revoked in consultation with the relevant authorities.
- 80. If the consumer has suffered an injury or damage as a result of the acts of the person under section 6 to 18, the consumer shall be compensated according to the provisions of this Act.

- ७१ २२२२ अटवे लयर्भ भगगगविर्यायन्त्र अकुर्ययं कृष्य ग्रेयगायन्त्राय तृन्ग ।षत्रे यद्येवार्थ्यन्त्त्त्वन्त्वर्द्धत्र र्द्धन्यार्थ्यगावर्यः य्रेश्वाय्ययं कृष्य ग्रेयगायन्त्र्यायः त्रियाः ष्रव्यत्ते क्रियेन्त्र्याद्यत्त्र्याः ष्रव्यत्ते क्रियायाः प्रवर्यायाः प्रवेत्यायाः प्रवर्यायाः प्रवर्यायाः प्रवर्यायाः प्रवरं प्रवर्या प्रवर्याया प्रवर्याया प्रव्यायात्या प्यायायात्या प्रव्यायात्या प्रव्यायात्याय
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# विदुः ११ म। मन्मार्श्वेन्द्रन्प्रद्वेवान्वतिक्रेषान्तु

- »૯ ୩ર્ရેન ર્ૠું વગ્રે ગાય તે મેં તે ગય છે. સે મેં ગાય જે આ બાદ સાથે ગાય છે. આ બાદ સાથે ગાય તે મેં આ બાદ સાથે ગાય તે મેં મું આ બાદ સાથે ગાય તે મેં મું આ બાદ સાથે ગાય તે મેં મું આ બાદ સાથે ગાય તે મું આ બાદ સાથે ગાય તે મ ગાય છે. આ બાદ સાથે ગાય તે મું આ બાદ સાથે ગાય આ બ

- 81. An aggrieved person under sections 78 and 79 may appeal to a court of Law.
- 82. A notice sent by post shall be deemed to have received by the party on the fourteenth day after posting and a notification sent electronically shall be deemed to have arrived on the day it was sent.

#### Chapter XII Consumer Board

83. There shall be a Consumer Board established by this Act.

#### Composition of the Board

- 84. The Consumer Board shall consist of the following members:
  - (a) Chairperson, who shall be a Secretary from the relevant ministry;
  - (b) One member each from different relevant ministries subject to a maximum of two;
  - (c) Two representatives of Civil Society Organizations;
  - (d) Two representatives of the general public, who shall be senior citizens or experts;
  - (e) Head of the Office of Consumer Protection who shall be the ex-Officio Secretary to the Board.

# Meeting of the Board

- 85. The meeting of the Consumer Board shall be determined as follows:
  - (a) The Board shall meet at least once in every three months;
  - (b) The Chairperson shall preside at every meeting of the Board;

- ୩) ଜି'ସଦି'ର୍ଜି୩ଷ'ଞ୍ଚିଦିଦ୍ୱଷ୍ୟ ଅଂକ୍ଷ୍ମ'ର୍ଚ୍ୟମା ଽୄୣୗ ୢୄୢୄୖୠ୕ଽ'ସନମଭି'ମ୍ଭମଷ' ଦ୍ୱସ୍ଥ୍ୟ ଅଂକ୍ଷ୍ମ'ର୍ଚ୍ଞସ'୩ନ୍ତିଷ୍ଠା ଦ୍ୱ୍ୟୁଷ'ଅଂକ୍ଷି'ର୍କ୍ତ କ୍ଷଣ'ର୍କ୍ତ କ୍ଷଣ'ର୍କ୍ତ କ୍ଷଣ'ର୍କ

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- (c) In the absence of the Chairperson, the members shall elect one among them to chair the meeting; and
- (d) The quorum for any meeting of the Board shall be two-third of the total members.

#### Decision of the Board

86. All the decisions at any meeting of the Consumer Board shall be through consensus, and where no consensus is reached by a majority of the Members present and voting, the Chairperson shall have a deciding vote.

#### Functions and Powers of the Board

- 87. The Consumer Board shall be the highest body in the country dealing with consumer affairs and policy issues, and shall be empowered to:
  - (a) Formulate policy guidelines concerning the interests of consumers in the country and monitor its implementation;
  - (b) Establish committees to deal with specific issues in relation to consumer policy and guidelines;
  - (c) Consider all matters of concern to consumers and make recommendations to relevant agencies;
  - (d) Direct the Office of Consumer Protection on matters affecting the interests of consumers, and protect and promote the interests of the consumers of goods and services made available to them through trade and commerce;
  - (e) Review the implementation of policies and programmes by the Office of Consumer Protection;

- જેવ ર્સેન પ્રત્વન વે ન ન ખેતી સાથ તે સ ં ર્કે:ર્ફેન્'ર્પલે' કેઢ્ન'સુત્પ્પેન'ર્ઢત્વીશ્વ' ભન્ન'ભેઢ્ન'વદ્યન'શ્વે' શ્વેન'સુશ્વ-દ્વાર્થ'ત્રસ' ব্য ର୍ଣ୍ଣ ଅନ୍ମାନ୍ୟ ଅନ୍ମାନ୍ୟ ଅନ୍ମାର୍କ୍ ଅନ୍ମାର୍କ
- รา เลิณาานยาเพิ่าส์ๆพ.ฮะเซี. ปลู่เปลื่านรู้ปลาเนารู้ไ ૹ૾ૢૺૼૹ૾ૄૢૼૺૼૢૻઽૻૻ૱ૢૢૢૢૼ૾ૡૢૢૢૢૢૢૢૢૢૻ૾ૡ૽૾૱ઌ૾ૻૡૼ૱ૻઌ૾૾૱ઌૡ૾ૺ૱ૻૡ૾ૼ૱ૡ૾૾૱ૡ૾૾૱ૡ૾૾૱ૡ૾૾૱ૡ૾૾૱ૡ૾૾૱ૡ૾૾ૡ শ্

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- ५ में मिय दे आप र ער
- ๛ฑ์ุราชั้ฑฺ<sup>๛</sup>ฃ๊๛ฺ๛ฺ๛ฅุลารุรารุณรช์รุเ ૾૪ૢ૽ૼૹ૾ૣૼ<u>ૼ</u>ૢઽૻૻૡ૽૾ઌ૽ૼૼૼૼૼૼૼૼૻૻઌૼૻ૾ૻ૱ૢૻઌૻૡઌૡૼ૾૽ૡૻ૽ૡ૽ૻૡ૽ૻૡ૽ૻૡ૽ૻૡ૽ૻૡ૽ૻૡ૽ૻૡ૽ૼૻ૽ૡ૽ૼૡ૽ૼૻ૽ૼૡૼૻ૽ くの รุระหรุลิณษาสุยาลา หรุงเช้ทุงเพริเศิงเชิยเติงเจาเพิ่งจากเพิ่มจากเรา เริ่าไป เกิงเราเจ้า เกิงเราเจ้า เกิงเราเจ้า

५७ मर्गेन्'र्केंगसालभायहेंससाग्री ग्रेंस'र्केन्'र्कु'ग'न्न सेंसासझुर्दार्घेग'शु'मर्नेद'न्गेंस'न्न' गभा 

- ٩٦ ดณาฉรีมมาขายิเลาฉรีสาลา จรัสารที่มาระๆ ୶ୣ୵୲୵ଽୖଽ୶୶୲ಹ୲୶ଡ଼୶୲ୡ୵୕୲୵୳ୢୄୠ୶୲ୖଈୖୖ୵୲ୖୖଌ୕୕୩୶୲୩୵୶୲ୖୖ୵୲ୖ୵୳ୄୢୠ୶୲ୖ୶୲ୖ୴୵୶୲୳ୖୄୡ୕୶୶୲ <u>ح</u>.ب ณฑ. ฟสีขาวกินเมืองเซะเว่น
- ି ଞ୍ରି ଏଝିଣ ଭାନ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ଥାରେ ଭିନ୍ନ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ୟୁର୍ଯ୍ୟ ଅନ୍ୟ

- (f) Advise the Office of Consumer Protection on the enforcement of this Act;
- (g) Advise the Office of Consumer Protection on the promotion of consumer protection and awareness of consumer issues;
- (h) Recommend to the Government for approval the remuneration of Board members, dispute settlement committee members, any other committees and functionaries of the institutions under this Act; and
- (i) Any other matter which may be referred to it by the Office of Consumer Protection.

#### Chapter XIII Consumer Protection Forums

Establishment of the Office of Consumer Protection

88. An Office of Consumer Protection shall be established under the Ministry of Economic Affairs.

#### Powers and Functions of the Office

- 89. The Office of Consumer Protection shall:
  - (a) Enforce the provisions of this Act;
  - (b) Appoint Consumer Advocates in accordance with the requirements for enforcement of this Act;
  - (c) Receive complaints from consumers and initiate enquiries;
  - (d) Investigate any trade practices detrimental to consumers and refer its findings to the Board;
  - (e) Disseminate information and educate consumers on provisions of this Act; and

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# <sup>ત્યે</sup>લ *૧*૧ મ ફેંર્ફ્રેન્પતે ફેન સુન્વે શ્વ

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- नक्षन च छे ब बी हो के र्श्वेन भारत के ब ब का बाद का ब के बीच का बाद का ब

- (f) Advise and educate consumers about goods and services including on the following matters:
  - i. The legal rights and remedies of consumers;
  - ii. Health risks;
  - iii. Product hazards;
  - iv. Weights and measures, prices, quality, credit conditions;
  - v. Product labeling;
  - vi. Safety, quality, healthfulness, durability, performance, repair ability, truthfulness, availability; and
  - vii. Consumer choice and a competitive market.
- (g) Carry out research on consumer issues;
- (h) Be the Secretariat to the Consumer Board;
- (i) Promote the development of policy on sustainable consumption of goods and services;
- (j) Encourage sustainable consumption by disseminating information on;
  - (i) Environmental impacts of consumer choices; and
  - (ii) Impact of products on the environment.
- (k) Make all information available to the public pertaining to complaints filed and actions taken.
- (l) Perform any other functions as directed by the Board.

# Manner of Educating Consumers

90. The Office of Consumer Protection shall educate consumers on goods and services by:
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- المَوْرَ بَهُمْ اللَّانِي الْحَدَى الْحَدَى الْحَدَى الْحَدَى الْحَدَى الْحَدَى الْحَدَى الْحَدَى الْحَدَى الْ
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   ๑ ชัญรานาสูงที่ ตุลมพาผยุสาช์การกรารา กรัชกรม

- (a) Publishing a standard catalogue containing prices;
- (b) Conducting consumer awareness campaigns;
- (c) Encouraging consumer associations to disseminate information on goods and services; and
- (d) Distributing pamphlets containing information on consumer welfare.

#### The Consumer Advocate

- 91. The Consumer Advocate shall:
  - (a) Receive complaints from consumers;
  - (b) Investigate the complaints;
  - (c) Mediate and conciliate the disputes;
  - (d) Refer the disputes to the Committee if it cannot be resolved amicably; and
  - (e) Report the decisions of the Committee to the Office of Consumer Protection;

# **Dispute Settlement Committee**

- 92. There shall be Dispute Settlement Committees consisting of three members at Regional or Dzongkhag or Munucipal levels as appropriate.
- 93. The Local Government shall appoint the Members of the Dispute Settlement Committee from among the following for a period of three years:
  - (a) Representative of the Royal Governement; and/or
  - (b) Representative of Civil Society Organizations; and/or
  - (c) Eminent persons/experts/senior citizens.

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# Election, Powers & Functions of the Chairperson

- 94. The members shall elect a Chairperson from among them upon their appointment. The Chairperson shall:
  - (a) Receive complaints referred to it by the Consumer Advocate or the Gup;
  - (b) Convene the hearing on the complaints referred to it;
  - (c) Request any individual to give expert opinion on the subject matter in dispute; and
  - (d) Request the Consumer Advocate & Gup to conduct further inquiry on the disputes.

#### Dispute settlement in Gewogs

- 95. The Gup shall receive complaints and mediate the disputes amicably.
- 96. If the disputes cannot be resolved amicably, the Gup shall refer the matter to the Dispute Settlement Committee.

#### **Criminal Offence**

97. Any consumer dispute which is of a criminal nature shall be brought before the Court of law for prosecution according to the laws.

#### Lodging of a Complaint

- 98. Any complaint on goods and services shall be lodged with the Gup, the Consumer Advocate or Office of Consumer Protection by:
  - (a) The aggrieved consumer;
  - (b) Any recognized consumer association;
  - (c) One or more consumers on behalf of or for the benefit of all consumers; or

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- मेनिर्प्रेमार्द्ध'वनः र्डेन'र्छेमासायतुत्राप्रधीम १९५ मर्थि'गीसा र्हेमासायतृद्धायेदावेदवयायसा वेंसायमुदार्ध्वमायुः यन्त्रप्रधीमाययन्द्र'न्वे

(d) Any agency/organization of the Government.

# **Procedure on Receipt of Complaint**

- 99. Upon receiving complaints on goods or services, the Gup or the Consumer Advocate shall investigate the complaint and deal with it in accordance with this Act.
- 100. The Dispute Settlement Committee, after the dispute is referred to it:
  - (a) Shall summon both the parties and hear the case within ten days;
  - (b) Proceed to settle the dispute ex parte on the basis of evidence brought to its notice by the complainant, if the supplier or the service provider omits or fails to take any action to represent the case within the time given by the Committee;
  - (c) May either dismiss the complaint for default or decide it on merits, if the complainant fails to appear on the date of hearing before the Committee.
- 101. If the supplier of goods denies the allegations, the Committee shall:
  - (a) Obtain samples of the goods from the complainant;
  - (b) Refer the sample to the appropriate laboratory to make an analysis on whether such goods suffer from any of the defects alleged in the complaint, or suffer from any other defects, and report its findings within a reasonable period; and
  - (c) On receipt of the report from the laboratory, the Committee shall accordingly make an award. The defaulting party shall be liable for costs under this section.

- 202 ขุณามีรา อารารัณาจามพามณาราราขุณ ชังขุณาจากราวิเญา และเพิสามาณาราจาริสา

र्नेब:ग्रु:पर्नेब:ह्रुब:न्द्रद्ये:प्रे: ग्रेंश:घग:पठन:केंग

- శૈયાશ્વ અને અંગે પ્રસ્તા સુધ્ય સ સુધ્ય સ સુધ્ય સુધ
- 200 ર્ફેન્'ર્ફેગમ્ય'ને'ર્ਬેચ'લેવચ'યસ' ર્ફેન્'ર્ફેગમ્ય'વર્નુચ'વશ્चેમ'ર્ઢેગમ્ય'ર્સુપ્યોસ'' જેવચ'વર્સ' ગુવન'ર્નેવ' ગ) مَعْطَّا مَعْنَى مَعْلَى مُعْلَى مُعْ

- 102. The Committee shall:
  - (a) Hear every complaint expeditiously and shall make an award within a reasonable period from the date of receipt of the complaint; and
  - (b) Not ordinarily grant an adjournment unless sufficient cause is shown.
- 103. If, during the proceeding before the Committee it appears necessary, the Committee may make such interim order as is just and proper in the facts and circumstances of the case.
- 104. The Committee shall have the power to:
  - (a) Summon and enforce the attendance of any defendant or witness and examination of witness;
  - (b) Ask for the production of any document or other material;
  - (c) Ask for a report of analysis or test from an appropriate laboratory or from any other relevant source; and
  - (d) Any other matter which may be prescribed.

#### Finding of the Committee

105. If after hearing the case in accordance with the provisions of this Act, the Committee is satisfied that the goods

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- รัราสา พราสา รุยรนับพรารราชนิริษิา รับรัฐพงเชยรายชูญสารรรยรนับ ર્જુ'ભુ' વર્ડ 'નુકુનુ'વર્ચનુ'ရૈ الم) พิฑาฮ พาส उद्देशगालवागन्द्र क्रेंबायडुगावी मे) र्देश्वान्यहमान्धनायनः यन्त्र तम्रेयार्वेन्यम्त्रात्वहुन्युन्यम्त्रन्युः नहगःविनः भन्दाः नहगःन्धनःप्वनःषठ्याः क्रेः युनःप्वरुग्येवः वः 551 ביי) केनर्तुःचर्गेनर्भेः गवनर्नेवःगविवःगन्दुन्प्रयन्ने
- 103 ર્ફેન્'નબેન:'મૈુ'ભ્રેનચ'ભુ' ર્ઢેંગચ'રુન્:'મૈ'નચચ'ય'ભુ' નર્ષેચ'અર્થિ'વઠર'ન'& ર્ઢેંગચ'રુન ૾૿૿૽ૺૺ૱૽૱ૻ૽ૡ૾ૺ૱૽૾ૺૡ૾૾ૺૡ૾૾ૺૡ૾૾ૡ૾૾ૡ૾ૺૡૻૡ૾ૻૡ૽૾ૡ૽૾ૡ૽૾ૡ૽૾ૡ૽૾ૡ૾૽ૡ૾૽ૡ૾૽ૡ૾૽ૡ૾ૻૡ૽૾ૡ૾ૻૡ૽૾ૡ૾ૻૡ૽૾ૡ૾ૻૡ૽૾ૡ૾ૻૡ૽૾ૡ૽ૻૡ૽૾ૡ૽ૻૡ૽ૼૡ <u> ୟଣ୍ୟ ଅନ୍ୟ ବିସାସି</u> ସ୍ୟାର କୁ ସାଣ୍ଟ ଦିସା
- ଌୖ୕ୄ୩୶୲୴ଡ଼୵ୖୢଌ୕ୣ୴ୖଵୡ୶୲୴୶୲ୖ୕୕ୖ୕୵୶୲ୄୖ୴୶ୄୢୄୢୣୢୖୄୢୖଽ୷୲ୖଌ୕ୖ୵ୖୖୖୖୖୖ୶୲ୖୖ୕୩୲ୖୖ୩୲ୡ୷୳୵୲ୖ୶ଽ୲ୖଌ୕୵ ৸ঢ়৾৾ঀ৾৾৾ঀ৾৾য়৾য়৾৾য়৾৾য় ાય ) સું તે સું તે સું માય તે આ માર્ગ માં માર્ગ માર્ગ માં માર્ગ માર્ગ માર્ગ માર્ગ માર્ગ માં માર્ગ માં માર્ગ મારગ માર્ગ મારગ મારગ મારંગ મારગ મારંગ માર્ગ માર્ગ માર્ગ મારંગ મારંગ ନ୍ମ୍ ଅନ୍ମ ଅର୍ଥ୍ୟ ଅନ୍ୟ
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- ग] नहगर्धरावरण्यसः क्रुवालुःर्धेनःविवसःण्यसः क्रैंगसःकुरःगीसः रेर्रायाध्रेणः <u>अप्यता</u>शुप्राद्यान् में

complained against suffer from any of the defects specified in the complaint, or that any of the allegations contained in the complaint about the services are proved, it shall issue an order to the alleged person directing him to do one or more of the following:

- (a) Remove the defect pointed out by the appropriate laboratory from the goods in question;
- (b) Replace the goods with new goods of similar description;
- (c) Return to the complainant the price, or, as the case may be, the charges paid by the complainant;
- (d) Pay such amount as may be awarded by it as compensation to the consumer for any loss or injury suffered by the consumer due to the negligence of the alleged person;
- (e) Remove the defects in goods or deficiencies in the services in question;
- (f) Not to offer the hazardous goods for sale;
- (g) Withdraw the hazardous goods from being offered for sale;
- (h) Cease manufacture of hazardous goods, and desist from offering any services that are hazardous in nature;
- (i) Correct misleading advertisement at the cost of the party responsible for issuing such misleading advertisement; and
- (j) Provide for adequate costs to parties;
- 106. In addition to any compensatory damages, the Committee may impose a fine equivalent to the value of goods or services involved.

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- ૬) છેવાય અવ છે અને સ્થા અંગ અંગ છે અને સ્થા અને સ્થા અંગ છે અને સ્થા અંગ છે અને સ્થા અંગ છે અને સ્થા સ્થા અને સ્થા અને સ્થા અને સ્થા અને સ્થા અને સ્ સ્થા અને સ્થય સ્થા અને સ્થા અને સ્થા અને સ્થય સ્થય સ્થય સ્થા સ્થા સ્થય સ્થય સ્થય સ્થય સ્થય સ્થા સ્થય સ્થય સ્થય સ્થય સ્થય સ્થય સ્થય સ્થ
- ه) శ్రీశాగా కశా బ్రీ కా గ్రామాశ్రా శాలికి శాలికి
- ગ્રુण'વે રાવેબ'ન'બેંન'શે' રુનેર્નેસ' બન્વ, લનસ'ર્ફેગ'વન'ગે'ર્ફ્નેવર્સ, એબ'નરુગ'વે
- र्श्वेन'न्ड्या'वी ग) &ग्रेगरुग्यत्वन'न्यर्गेन'खे' की'र्देख'ने'खु' देव'र्येन्'यी'र्क्रन'ख' अप्त'व प्र्वेथ'यावन' नत्त्वस्नुव' &्रेगर्थ'न्यर्गेन'खे'ने'यीख' र्ड्येन'ने'र्थेन'यदे' य्यु'प्रद्युख'यान्द्र्त्यी'

સુદર્જ્ઞે કોર્પ્સેન્સ્ય બાદ્ય લાગ્સ દ્વાથી સ્નેન્સ્ઝે વાસ્ય ગ્વનુ કાર્ય લાગ્સ વાય છે. આ ગામ છે. આ ગામ છે. આ ગામ ચને કાલુદર્સ બેન્સ્ય બેન્સ બેન્સ કાર્ય્સ કે કે કે ગામ છે. આ ગામ આ ગામ છે. આ ગામ છે. આ ગામ છે. આ ગામ છે. આ ગામ છે ગામ આ ગામ આ

- 107. Every order made by the Committee shall be signed by its Chairperson and the members.
- 108. The decisions of the Committee shall be reported to the Office of Consumer Protection and the Consumer Board.

# Appeal

109. Any person aggrieved by an order made by the Committee may appeal against such order to the Court of competent jurisdiction within a period of ten days from the date of the order.

# Defense

- 110. A person shall not be liable in respect of supply of goods and provision of service if the person shows that:
  - (a) The defect is attributable to compliance with any requirement imposed under any law;
  - (b) He did not at any time supply the defective product to the person;
  - (c) The defect did not exist in the product at the relevant time; and
  - (d) The state of scientific and technical knowledge at the relevant time was not such that a producer of products or services of the same description as the product or services in question may reasonably be expected to discover the defect if it had existed in his product or services while it was under his control.

# **Disposal of Perishable Goods**

111. If the subject-matter of the claim is goods of perishable

**ુભારુષાં ત્વાપાયેવું ભાષા ભેવું ભથવા વાય પ્રધાય વ્યાય છે.** 111 માં સુધાર સ

ૡઌઽૡૣ ૣૣૣઌઌૡૻઽૺૢૼૹૻૹૢઌૹૻઽૺૡૢૻૺૼૺ૿ૡૼૹ૽ૢ૾ૢૼૺઽૻૢૺૡૢૺ૾ૹ૾ૢૼૼૼૼૼ૱ૻ૾૾ૢૼૼૼૼૼૼૡૻૻૻ૾૾ૼૡ૽ૺૻૻ૱૽૾ૡ૽ૺ૱ૻ૽ૡ૽ૻ ૡ૽ૺ૱ૻઌ૽૾ૼઽૢૼૹૻૹૢઌૹૻઽૺૡૢૻ૾૱ૼઽ૾ૼૹૻઽૼૢઽૼૡૡૢઌૻ૾૾૾ઌ૿ૺ૱ૻ૽ૡૼૻૻ૱૽૾ૺ૱ૻૻૡૻ ૡ૽ૼઽૡૡ૾ૺૹૢઌૹૻ૾૾૾ૡૼૺૻ૾૱ઌૻૡૡૢઌૻ૾૾૾ઌૻૺ૾૾ઌૻ૾ૡ૽ૻ૱ૡ૽ૺઌૻૻૡૻૻ૱ૡ૽ૺ૱ૻઌૡૻ ૡ૾ૼ૱ઌૹ૽ૢ૾ૺૼૢૼ૾ઌઽ૱૾ૡઌૹૻ૾૾ૢૼૼૼૼૼૼૼૼઌૻૻ૾ૺૼઌ૾ૺૼૡૻૺ૱૽૾ઌૺૺૼૼૻ૾ઌૻ૾૱૾ૺઌૻ ૡ૾ૺૼૼૼૼૼ૱ઌ૾૾ૢૺૼૢૺ૾ઌઽ૱૾ૡઌૹૻ૾૾ૺૼૼૼૼૼૼૼૼૼૻ૾૾ૺૻ૾ઌ૽૿ૺૼૼ૾૾ૺઌૺૺૻ૾ઌૺૺૻ૾૾ૺૼઌૻ૾૾૾ૺઌૻ૾ૺઌૺૺૻ૾ઌ૽૿૾૾ૺૼૡૻ૾ૺ૾૾ઌ૽૾ૺઌૺૻઌ૽૾ૺૺૼૻ૾ઌૺઌ૽૿૾ૺૺૼૻ૾ઌૻ૾૱૾ૺઌૻ

- શ્વેભ'૬૮' લગ્મ'ર્ફેંગ'ફેં તે'૬૮'ત્ર્લેભ'ગર્તે કેમ્પ્યંગ્રે'ર્વેગમ'રે'ખઽ: ୩ૢૺ ૠ૾ૢૢૼૼૼૼૼૼૼૼૼૼૼૼૼૼૼૢૻ૾૾ૡ૿૾૱૱ૡૢઌ૾ૻ૱ૻૺ૱ૻૺ૱૽ૼઌૡ૽૾ઌ૾ૻૡ૽૾ૺૡ૾૾ઌૻ૾ૡ૾ૺૡ૾૾ઌ૾ૻૡ૽ૼ૱૱ૡૢૼ૱

- عمق هَتْعَامَّا بِهِ تَعَامَ مَعَامَا مِعَامَ مَعَامَ مَعَامَ مَعَامَ مَعَامَ مَعَامَ مَعَامَ مَعَامَ مَعَامَ م معقودة ماها تعامَر معامَّد مالي معامد معامل م

nature and storage of such goods pending final disposal of the claim involves loss, unreasonable expense or inconvenience, the Committee may, on the application of a party to the proceedings, at any time order that:

- (a) The goods be sold;
- (b) The goods be destroyed if deemed dangerous; and
- (c) The proceeds of the sale are held to abide by the award of the Committee.

#### Act or Omission Done In Good Faith

- 112. No action or suit shall be instituted or maintained in any court against:
  - (a) The Committee;
  - (b) A member of the Committee; or
  - (c) A person authorized to act for or on behalf of the Committee; for any act or omission done in good faith in the performance of the functions of the Committee or the person and the exercise of such powers under this Act.

#### **Regulations In Respect Of the Committee**

- 113. The Board may make such regulations, as may be necessary or expedient in respect of the Committee.
- 114. Without prejudice to the generality of sub-section (a), regulations may be made for:
  - (a) Prescribing the procedure of the Committee;
  - (b) Prescribing forms;

૧૧૯ વર્ત્ત્રणશ્ચેશ્વ 'ત્ર कव' ( 'ण ) માસુ ગર્વે ન ર્સ્નુવ એન માર્ગ્સ બાશ ગામ બાય છે. ને વ સા ગામ બાય છે. ને વ સ ગામ બાય છે. ને વ સા ગામ બાય છ श्चेगागविक्तुं न स्वार्केगमाने आत्रः الله المجالحة المحالمة محالمة محالم

- ፚ፝፟ኯቚፙጘኯ፝ዀ፝ቜኯ෦ኯ፞፞፞፞፞ 113 นท์การ์สี่ๆฟาฏิฟา สี่ๆฟาสูราที่ารัสาญ ฟกักรทัพาพักามา พราสา ผสาลูนฟาพักามรา
- سال هُتْسام، هُديا ้ธิ่ๆ'ฑิ่พาฮี้ๆพาฮูรา พราสา ผ้ารัรุวิ่า ผพาวุฑสาวุฑาสิ่ารุรา จอวาติมพา नः भन्दा मर्वेभानदीर्देवासुः मिन्सुः नन्त्रोवन्नन्छेश्वादर्दुग्राश्चर्तुः मर्दुग्राश्च นุลุลา สูสา ผู้การสาวสาส์ สู้าล่า สิ่า
- ११२ मिससादरुवागाने सुः भूम

สุลารุญาทิารู้านสา รุรณิสา พราสา รุยิสานศิณ

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Ψſ 

୶୲ୢୣୄୣ୴ୣ୷୳୳ୖୖୖ୶୳୷୶୶୶୵ୄୖ୶ଽ୷୳ୄୖ୵ୄୢୄୢୡ୕୲ୄ୶ୖଽଽୄ୲ଵ୵ୠ୵୳ଢ଼୶୲ଈୖ୳ୖୄ୲୩୶୲ୖୄୄୄୄୠ୵ୄୖୢ୶୷ୖୄ୶୷ୖ୶୲ୡୖ୶୶୲ ୖ୵ଽ୶ୖ୶ୡୄ୕ୖ୶ୄୖୄ୴୕୕୶ଽ୴୶୶ୖ୶୕୷୷ଽ୶ୄୖୡ୳୶୰୶୰୷ୖୠୢୖ୷ୖୄ୷୷ୖ୶ୄୡ୲ୖ ૿ઌ૾૿ઌૢૻૡૢઌૡ૽ૼૼૼૼૼૼૼૼૼઌૻૻ૱ૡૻ૾ૡૻ૾૱ૡૻ૾ૡ૽૾ૡૻઌૡ૱૱ૡ૽૾ૡૻ૽ૡ૱ૡ૽ૻૡ૱ૡ૽ૻૡ૱ૡ૽ૻૡ૱ૡ૽ૻૡ૱ૡ૾ૻૡ૱ૡ

- (c) Prescribing and imposing fees and providing for the manner for collecting and disbursing such fees; and
- (d) Prescribing anything required to be prescribed under this Act.

# Chapter XIV General and Miscellaneous

# Receipt

- 115. A person who supplies or offers to supply any goods or services shall provide the consumer with a receipt for any purchase of goods or services exceeding the prescribed value as fixed by the Consumer Protection Office. Notwithstanding this provision, a receipt shall be issued on the demand of the consumer.
- 116. A receipt issued under this section shall contain the following particulars:
  - (a) The trade name and address of the supplier;
  - (b) The date of purchase;
  - (c) The amount of money paid for each item of purchase;
  - (d) The total amount of money paid including a separate statement of any amount paid as tax;
  - (e) If applicable, the make and model number of the goods; and
  - (f) Any other particulars as may be prescribed in the regulations.
- 117. Any person who contravenes this section shall be imposed a fine ten percent of the value of goods and services subject to a maximum of six month's minimum wage.

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- ୩) સા'લ્ફ્રશ્ય ર્ફ્ર ઢેનર, ગ્યોનરો ગયાવા વે'નન નેં ફ્રાંગ્સ્ય બેવરન ગ્યોગ્ય થયા

# Offences by Employees, Agents or Employees of Agents

118. If an offence under this Act is committed by either:

- (a) an employee;
- (b) an agent; or
- (c) an employee of the agent of any person (the "principal"); The principal shall be deemed to have committed that offence, unless he proves that:
  - (a) The offence was committed without his knowledge, or
  - (b) That he took reasonable precautions to prevent its commission; and
  - (c) The offence was committed:
  - (i) In the case of an employee, outside the course of his employment; or
  - (ii) In the case of an agent, when the agent was not acting on the principal's behalf; or
  - (iii) In the case of an employee of the agent, outside the course of his employment by the agent or otherwise on behalf of the agent.

#### Non-Compliance of the Award

119. If any person fails to comply with the decisions of the Committee or Orders of the Board, the person shall be guilty of the offence of obstruction of lawful authority.

**र्ग्रेक्टरियुःगगवर्ष्यःग** १९९९ गावाःश्चेन् श्रीर्नेगन्द्रुन्गीश र्ह्रेगाश्कुन्गीर्थेश्वर्ठन् प्यन्त्व नर्गान्र्हेगाशःग्रीप्नगादः मु'खु' अग्ववसम्पर्छेव श्रीर्नेश्वर्न्युः ख्विस्रश्वर्ध्वत्न्नन्द्रद्दिवःखु' नन्दगोगश्चग्रुन यदि क्रेसम्पद्धिवन्धाक्षेवा

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### **Rule Making Power**

120. The Consumer Board may make such Rules and Regulations necessary and expedient for the enforcement of the provisions of this Act.

# Amendment

121. The amendment of this Act by way of addition, variation or repeal shall be effected by a simple majority of the respective Houses or vote of no less than two-thirds of the total members of Parliament present and voting on a motion submitted by one-third of the members of either House.

# Authoritative Text

122. The Dzongkha text shall be the authoritative text, if there exists any difference in meaning between the Dzongkha and the English text.

# Definition

- 123. In this Act, unless the context otherwise requires:
  - (a) **"Business"** means any undertaking whether in the private or public sector, involved in production, supply and distribution of any goods or services to consumers.
  - (b) **"Complainant"** means an aggrieved person or party including legal entities, who or which lodges a complaint.
  - (c) **"Complaint"** means any allegation in writing made by a complainant that: as result of the trade practices of the supplier of goods or service provider.

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ग] "ॐगश्रम्मन" बेरकी पर्ने उन्हेंसा धर्म्स लेमसाहेंगा चैन सेविः केंद्र प्रवेश असासुगर्सा सुन्द्रेत हे विक्तुनसामहमायर केंगसाम्मनन्यर्गेन सीख़ गें तेने

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- สา: ๆ **"อัสานสิน"** สิราสิหรี: สิราสิราร" สิราสารสาขี: และสิวารีสารีรา ผู้สังรายสาย: อาร์รัฐารา: สุรุณร์สาขารารา: จุลักษณร์ตา
- २ेश्वर्द्धम १९४ भ्रानसः देव:५८:पञ्च सुव: गींदेव:र्श्व: सेंग्रेंक:र्हेगसः५र्गेसःव:सःगहेंगसः नेंसीव:५८द्दे:

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 ธิ้ๆพาณรารรณ์สำนายุพาฒิาณ์รพาสมัยพาณพา
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 จอสาติมพาสราญา
 ณาฏิรารารา
 ฉพูงรายอัพา
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**મરુતર્વ્યમાં મર્કો ફેવે નગર્ન્ડના** 190 ર્કે ર્ફોન માવે મર્ગોન ર્ટે થોશ્વ ને ગોશ્વ અલે પ્રે મેથે અલે પ્રે મેથે આવે આવે પ્રે મેથે આવે આવે પ્રે મેથે આવે આવે પ્રે મેથે આવે આવે પ આવે પ્રે મેથે પ્રે મેથે આવે પ પ્રે મેથે આવે પ્રે મેથે આવે પ્રે મેથે આવે પ્રે મેથે પ્રે મેથે પ્રે મેથે આવે પ્રે મેથે આવે પ્રે મેથે પ્રે મેથે પ્રે મેથે

- (i) The complainant has suffered loss or damage;
- (ii) The goods mentioned in the complaint suffer from one or more defects
- (iii) The services mentioned in the complaint suffer from deficiency in any respect.
- (d) **"Consumer"** means a natural person:
  - Who buys goods and services for personal, family or household use with no intention of resale,
  - (ii) And shall include farmers.
- (e) **"Contract"** means a contract for the supply of goods, or services, for a price or consideration,
- (f) **"defect"** means any fault, imperfection or shortcoming in the quality, quantity, or standard which is required to be maintained by or under this Act or any other law in relation to any goods & services,
- (g) **"goods"** refers to anything that is movable or immovable at the time of contract for sale, including technology, animal, minerals, oil and gas, agricultural products, land, buildings and other things to be served from real property,
- (h) **"Implied Guarantee"** means a guarantee arising by operation of law because of the circumstances of a sale, rather than by the sellers express promise.
- (i) **"Manufacture"** includes any process which transforms goods in order to add value to them for purpose of resale,

ביך

"**મર્वे'ૠુંવ"** ક્રેર એપર્વરે બેંગ સ્ટ્રેપ્ટર્ચ્સ્ટર્સ્ટ્રિય્સ્ય છું. ગુરુ સ્થાર્યોન્ટ્રેન્ટ્ર્સ્ટ્યાબ મુન્ટ વૈવે તેં તે છું. સ્ટ્રેન્ટ્રેસ્ટ્ર સ્ટ્યુર વર્સુર વર્સ્સ વ્યત્ર કેવે છું. સાંગ્રે સ્ટ્રાય વિશ્વ છે તે છે.

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- ع) "तमाद्य परिष्ठ कर रागे राष्ट्र छो रजना क) "तमाद्य परिव" बेन्द्र के परिंद कर्न्द्र का लाम्सर लामका के सुर्गेम खेंग सुर यहात स्वर के के के परिष्ठ कर रहे के लामका के सुर्गेम के स
- ष्टिमावरणी र्देवासुः उद्दर्रेसादरावर्या हेंगाः हेंसी सामित्र वी ने गी गारमा सुः सी से रावेरण हुं। ईदाया की बी
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- ୬ ) ﴾ ﴾ ગયા અનુ અર્ગે કે ગયા અન્ય સામ આ ગયા અન્ય ગયા અન

- (j) **"Manufacturer"** means a person who:
  - (i) manufactures the product or a component part;
  - (ii) places a raw material or a natural product on the market;
  - (iii) presents himself or herself as the manufacturer by affixing to the product his name, trade mark or other distinctive mark;
  - (iv) Reconditions the product.
  - (v) Imports into the Kingdom of Bhutan or distributes within the Kingdom of Bhutan goods manufactured outside the Kingdom of Bhutan and the foreign manufacturer of the goods does not have an ordinary place of business in the Kingdom of Bhutan.
- (k) "Person" shall have the same meaning as defined under the Civil and Criminal Procedure Code of the Kingdom of Bhutan, 2001;
- (l) **"Price"** in relation to supply, provision or sale of goods or services, includes every valuable consideration whether direct or indirect,
- (m) "Representation" means a presentation of fact either by word or conduct made to induce some one to act or believe that the goods or services are of particular nature as advertised or offered;
- (n) **"Supplier"** means the person, who directly or indirectly makes the goods or services available to the consumer for consideration,
- (o) **"Sale"** includes a sale, an agreement to sell or offer for sale and an offer for sale shall be deemed to include the exposing of goods for sale, the furnishing of a quotation, and any other actor notification by which

- ગેન્સ્ટ્રેસ્ફ્રેન્ચિંબન્ન મ **"ગફ અર્ઢેવ"** કેસ્એંગ્રે જેવા બન્સ દુઃર્શુન્ગ્રી સેંબન્ન એંગલના વર્સ્ટવા ર નેર્દેસ બન્સ લગ્ન્સર્મેવાર્સ્ટ જેન્ગ્સ્ટ્રાયસ બન્સ સેંગલના વર્સ્ટ્ટેવરિયા વર્કેન્ચ્યાલ્સ્ટર, નુસેવાસગ્ન્સબાર્શી સ્ટચ્યાલેસ સેવા જોનસ સેંગલના વર્સ્ટ વર્સ્ટ્ર વર્સ્ટ વર્ય વર્સ્ટ વરસ્ટ વર્સ્ટ વર્સ્ટ વર્ય વર્સ્ટ વર્સ્ટ વર્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વર્સ્ટ વરસ્ટ વરસ્ટ વર્સ્ટ વર્સ્ટ વર્ય વરસ્ટ વર્સ્ટ વર્ટ વર્સ્ટ વર્સ્ટ
- १००१ उव'वर्षिंवर रेश्र'यद्दैव'ययर्'बे'र्नर र्रेव'याईया'छैव। १००१ उव'वर्षेंवर रेश'यद्दैव'ययर्'बे'र्नर र्रेव'याईया'छैव। बरे "र्योत्टंकर्" बेर्न्धे'यर्न उर्नर्रेश प्रत्व लयश र्ह्रयां क्रुं यय्ययाध्येयः प्रत्व क्रेंत्व्य्य्युरान्द्रव्य्वेयायते दर्रेश'न्द्र्य्य्युर्न्याते य्यान्श्र'ठवार्द्वव्यंन यात्र्य्त्द्र्द्र्य्यंभेवा
- તર્ધત્ર સ્રેન્: સ્વા મ્ય મ્ય રંગ રેંચ 'લગ નું ગો।
   તર્દ્ય ગા સાગ છે: છે 'લગ નું ગો સું ગા ત્ર નું ગા સું ગા સ

willingness to enter into any transaction for sale is expressed,

(p) "service" means service of any description, which is made available to potential consumers and includes, but is not limited to the provision of facilities in connection with banking, finance, insurance, transport, telecommunication, processing, supply of electricity or other energy, board and lodging, entertainment, amusement or the purveying of news or other information, healthcare, but does not include the rendering of a service free of charge by a charity or under a contract of personal service.

નમ્ નસુભાગવિષ ગાનસ્તર્જીનમાં જેવા a) "**લગ્યાં ર્हળ**" કેર સે બર્? જે ર્ફ્રેડ્ પ્ય દ્વં છે. વર્ષે પ્રસ્થાય પ્રાથવા છે. જે ર્ફ્રેડ્ પ્ર ี่ ฃาธิญานกที่ษาพิสุ วิ'ขีาฃกระรูญา กรุณานกรรกา รุรูณาณณา ผิสาวอัณา ญิณา กลางเกรารรงณากรา ฏิ่างผิณา รภัรารัรา พราสา ฤสสาสูณา พรา a નર્દ્દે તે ગાલવ છે. અદ્યુ તે મુદ્ય અર્થ ગામ આવે છે. તે સાથ તે આ સંસ્થા સંસ સંસ્થા સ लनरूर्जिंगाप्यगवापद्दिंवर्द्धः नेभी <u>भारकरू</u> सुर्धे र्द्धना

ઽૺૺૹૹૢૹૻૺૹૄૼઽૹૡઽ૾ૺૺૠૡ૱ઽૹૻૹૹૹૻૻ૱ઽૺૹ૾ૢ૾ૺઽૺૡૣૹૣ ૱ૼૹ૾ઽૺૡૡૢૣૣૣ૽ૣઌૹૻ૾ઙૼૼૼઽૻૹ૾ઽઌઽૹ૾ૡૢૢ૱ૡ૽ૺઽૣૣ ૹૼૹૹૹૢૡૻ૱ૹૻૻૺૢૻઌૻૻઽ૱ઌૹૻઌૼ૱ૡૢ૱ૡૺઌ ૹૹ૱ૹૢઌૻ૱૾ૺ૱૱૱૱૱૱૱

র্দ্ধিব'র্টশা