



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE ZIYAD RAHMAN A.A.

WEDNESDAY, THE 29TH DAY OF OCTOBER 2025 / 7TH KARTHIKA, 1947WP(C) NO. 31700 OF 2024PETITIONER:

ACTOR MOHANLAL VISWANATHAN,
 AGED 64 YEARS
 S/O. LATE K. VISWANATHAN NAIR, 11A, MANOHAN AVE, CASA
 MAJOR ROAD, EGMORE, CHENNAI, TAMIL NADU., PIN - 600008

BY ADVS.
 SRI.B.S.SURESH KUMAR
 SHRI.GEORGE SEBASTIAN

RESPONDENTS:

- 1 THE STATE OF KERALA,
 REP. BY THE SECRETARY TO THE DEPARTMENT OF CONSUMER
 AFFAIRS, SECRETARIAT, THIRUVANANTHAPURAM, PIN - 695001
- 2 MANU KAMAL,
 S/O. KAMALASANAN, SRUTHI, T.C.NO. 14/712, JAGATHY,
 THYCADU, THIRUVANANTHAPURAM ., PIN - 695014
- 3 K.S. SYLESH,
 S/O. SAHADEVAN, DARSAN, T.C..NO. 12/7209-1,
 MOONNUMUKKU LANE, PETTAH P.O., THIRUVANANTHAPURAM .,
 PIN - 695024
- 4 THE MANAGER,
 MANAPPURAM FINANCE, KARAMANA BRANCH,
 THIRUVANANTHAPURAM., PIN - 695002

BY ADVS.
 FOR R2 AND R3 BY SRI.K.S.ARUNDAS
 SRI.ASHLEY JOHN
 SMT.RANJANA V.
 SMT.ANUSREE C.S.



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**SHRI .CHRISTOPHER THOMAS
SMT .AMBILY JOSHY
SMT .ANAMIKA**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
29.10.2025, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**



JUDGMENT

The petitioner is the 2nd opposite party in C.C. No. 196 of 2022 of the District Consumer Disputes Redressal Commission, Thiruvananthapuram. This writ petition is submitted by the petitioner, challenging Exts.P6 and P8 orders, passed by the District Commission as well as the State Consumer Disputes Redressal Commission, respectively, where the challenge raised by the petitioner, against the maintainability of the complaint as against the petitioner, was rejected.

2. The facts that led to the filing of this writ petition are as follows:

The petitioner is a film actor and he happened to be the brand ambassador of M/s Manapuram Finance, to which 1st opposite party in the complaint, who is the 4th respondent herein, is the Manager. The said establishment is rendering various financial services including gold loan to its customers. The 2nd and 3rd respondents herein, are the complainants in the aforesaid complaint. According to the said complainants, they initially pledged their gold ornaments at Catholic Syrian Bank for an interest at the rate of 15% per annum. Later the said loan was taken over by the 4th respondent/ 1st opposite party, by promising lower interest rate on 31.03.2018 and 13.04.2018 respectively.



It is averred that the complainants were attracted by the offer made by the opposite parties and decided to accept the same. It is also averred that at the time of pledging the gold ornaments, the 1st opposite party assured that the interest rate will be 12% per annum as assured by the 2nd opposite party through his advertisement in various media. According to the petitioner, when the 2nd and 3rd respondents approached the 4th respondent, to close the loan account and release the gold, a higher interest rate than what was claimed in the advertisement, was demanded. It was in these circumstances the complaint was submitted, seeking the refund of the excess interest collected from the petitioner and also seeking a compensation of Rs. 25 Lakhs for the loss suffered by the complainant, including compensation for the mental agony, injury and valuable time lost.

3. The petitioner filed a written version, in response to the averments contained in the complaint, wherein, a specific contention was raised, stating that the petitioner never had any direct relation to the transactions referred to in the complaint and merely because of the reason that he happened to be the brand ambassador of services offered by the 4th respondent, he cannot be held responsible to any deficiency of service or unfair trade practice allegedly committed by the 4th respondent. The petitioner



also filed an application raising the question of maintainability of the complaint and to consider the same as a preliminary issue. The District Commission considered the said question and Ext.P6 order was passed, wherein, after relying on the definition of 'endorsement' as contemplated under Section 2(18), of the Consumer Protection Act, 2019, rejected the contentions of the petitioner holding that, the complaint is maintainable against the petitioner. A revision petition was submitted before the Kerala State Consumer Dispute Redressal Commission as evidenced by Ext.P7, which resulted in Ext.P8 order, wherein, the State Commission refused to enter into any specific finding as to the maintainability on the ground that the said question cannot be considered at this stage. This writ petition is submitted in such circumstances challenging Exts.P6 and P8.

4. I have heard Sri. George Sebastian, learned counsel for the petitioner and Sri. K.S. Arundas, learned counsel appearing for the 2nd and 3rd respondents.

5. The question that arises for consideration is whether any interference is required in Exts.P6 and P8 orders. The matter that has to be considered is whether Ext.P1 complaint submitted by the 2nd and 3rd respondents are maintainable against the petitioner before the District Commission, as per the provisions contemplated



under the Consumer Protection Act. Evidently, the petitioner was impleaded as one of the opposite parties in the complaint, mainly on account of the fact that the petitioner happened to be the brand ambassador of the establishment of the 4th respondent/1st opposite party and he acted in the advertisements published on behalf of the said establishment claiming that they are offering particular rate of interest for the loans provided by the respondent.

6. One of the specific contentions raised by the learned counsel for the petitioner is that, as far as a person who is endorsing the product of the service providers is concerned, the only provision in the Consumer Protection Act, 2019, that is applicable, is Section 21 of the Act, which deals with powers of the Central authority to issue directions and penalties against false or misleading advertisements. It was also contented by the learned counsel for the petitioner that, even Section 21(5) contains certain protection for the endorser, who is promoting the services of products of the party concerned. Therefore, it is pointed out that, since the relevance of the "endorser" or the applicability of the provisions of the Consumer Protection Act, 2019, is only in relation to the statutory stipulations contained in Section 21, petitioner who was only an "endorser" could not have been brought in, within the scope of unfair trade practice, unless there are materials to



establish that the petitioner was also privy to the transactions, which the 2nd and 3rd respondents had with the 4th respondent herein.

7. On the other hand, the learned counsel for the 2nd and 3rd respondents opposed the aforesaid contention by pointing out that, going by the definition of 'unfair trade practice' as contained in Section 2(47), a very wide meaning is contemplated, which would include the role of the 'endorser' as well. Therefore, the contentions raised by the petitioner cannot be accepted. The learned counsel for the petitioner also brought to the attention of this Court, the guidelines for Prevention of Misleading Advertisement and Endorsements for Misleading Advertisements 2022, which was formulated by the Central Consumer Protection Authority in exercise of powers conferred under Section 18 of the Consumer Protection Act, 2019. It was pointed out that, the said guidelines contained the definition of "endorser", which includes an individual or a group or an institution making endorsement of any goods, product or service in an advertisement, whose opinion, belief, finding or experience being the message which such advertisement appears to reflect. Thus it was contended that since the petitioner being an "endorser", he is also answerable to the unfair trade practice played against the 2nd and 3rd respondents in



the manner as narrated in the complaint.

8. I have carefully gone through the records. In order to consider the issues, the relevant statutory provisions to be examined are the definition of the "endorsement" as contained in Section 2(18) and the definition of "unfair trade practice" as contained in 2(47). The said statutory provisions reads as follows:

Section2(18): "endorsement", in relation to an advertisement, means-

- (i) any message, verbal statement, demonstration; or*
- (ii) depiction of the name, signature, likeness or other identifiable personal characteristics of an individual; or*
- (iii) depiction of the name or seal of any institution or organization, which makes the consumer to believe that it reflects the opinion, finding or experience of the person making such endorsement."*

"Sec 2 (47) "unfair trade practice" means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:--

- (i) making any statement, whether orally or in writing or by visible representation including by means of electronic record, which-*
 - (a) falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model;*
 - (b) falsely represents that the services are of a particular standard, quality or grade;*
 - (c) falsely represents any re-built, second-hand, renovated, reconditioned or old goods as new goods;*
 - (d) represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have;*
 - (e) represents that the seller or the supplier has a sponsorship or approval or affiliation which such seller or*



supplier does not have;

(f) makes a false or misleading representation concerning the need for, or the usefulness of, any goods or services;

(g) gives to the public any warranty or guarantee of the performance, efficacy or length of life of a product or of any goods that is not based on an adequate or proper test thereof;

Provided that where a defence is raised to the effect that such warranty or guarantee is based on adequate or proper test, the burden of proof of such defence shall lie on the person raising such defence;

(h) makes to the public a representation in a form that purports to be-

(A) a warranty or guarantee of a product or of any goods or services; or

(B) a promise to replace, maintain or repair an article or any part thereof or to repeat or continue a service until it has achieved a specified result, if such purported warranty or guarantee or promise is materially misleading or if there is no reasonable prospect that such warranty, guarantee or promise will be carried out;

(i) materially misleads the public concerning the price at which a product or like products or goods or services, have been or are, ordinarily sold or provided, and, for this purpose, a representation as to price shall be deemed to refer to the price at which the product or goods or services has or have been sold by sellers or provided by suppliers generally in the relevant market unless it is clearly specified to be the price at which the product has been sold or services have been provided by the person by whom or on whose behalf the representation is made;

(j) gives false or misleading facts disparaging the goods, services or trade of another person.

Explanation.--For the purposes of this sub-clause, a statement that is,-

(A) expressed on an article offered or displayed for sale, or on its wrapper or container; or

(B) expressed on anything attached to, inserted in, or accompanying, an article offered or displayed for sale, or on anything on which the article is mounted for display or sale; or

(C) contained in or on anything that is sold, sent,



delivered, transmitted or in any other manner whatsoever made available to a member of the public, shall be deemed to be a statement made to the public by, and only by, the person who had caused the statement to be so expressed, made or contained;

(ii) permitting the publication of any advertisement, whether in any newspaper or otherwise, including by way of electronic record, for the sale or supply at a bargain price of goods or services that are not intended to be offered for sale or supply at the bargain price, or for a period that is, and in quantities that are, reasonable, having regard to the nature of the market in which the business is carried on, the nature and size of business, and the nature of the advertisement.

Explanation.--For the purpose of this sub-clause, "bargain price" means,-

(A) a price that is stated in any advertisement to be a bargain price, by reference to an ordinary price or otherwise; or

(B) a price that a person who reads, hears or sees the advertisement, would reasonably understand to be a bargain price having regard to the prices at which the product advertised or like products are ordinarily sold;

(iii) permitting-

(a) the offering of gifts, prizes or other items with the intention of not providing them as offered or creating impression that something is being given or offered free of charge when it is fully or partly covered by the amount charged, in the transaction as a whole;

(b) the conduct of any contest, lottery, game of chance or skill, for the purpose of promoting, directly or indirectly, the sale, use or supply of any product or any business interest, except such contest, lottery, game of chance or skill as may be prescribed;

(c) withholding from the participants of any scheme offering gifts, prizes or other items free of charge on its closure, the information about final results of the scheme.

Explanation.--For the purpose of this sub-clause, the participants of a scheme shall be deemed to have been informed of the final results of the scheme where such results are within a reasonable time published, prominently in the same newspaper in which the scheme was originally advertised;



- (iv) permitting the sale or supply of goods intended to be used, or are of a kind likely to be used by consumers, knowing or having reason to believe that the goods do not comply with the standards prescribed by the competent authority relating to performance, composition, contents, design, constructions, finishing or packaging as are necessary to prevent or reduce the risk of injury to the person using the goods;
- (v) permitting the hoarding or destruction of goods, or refusal to sell the goods or to make them available for sale or to provide any service, if such hoarding or destruction or refusal raises or tends to raise or is intended to raise, the cost of those or other similar goods or services;
- (vi) manufacturing of spurious goods or offering such goods for sale or adopting deceptive practices in the provision of services;
- (vii) not issuing bill or cash memo or receipt for the goods sold or services rendered in such manner as may be prescribed;
- (viii) refusing, after selling goods or rendering services, to take back or withdraw defective goods or to withdraw or discontinue deficient services and to refund the consideration thereof, if paid, within the period stipulated in the bill or cash memo or receipt or in the absence of such stipulation, within a period of thirty days;
- (ix) disclosing to other person any personal information given in confidence by the consumer unless such disclosure is made in accordance with the provisions of any law for the time being in force."

9. One crucial aspect to be noticed is that, even though the expression "endorsement" has been specifically defined in Section 2(18), which includes all sorts of advertisements, the term "endorser" is not specifically mentioned therein. The reference of endorser is made only in Section 21 of the Consumer Protection Act which reads as follows:



"Section 21 –Power of Central Authority to issue directions and penalties against false or misleading advertisements

(1) *Where the Central Authority is satisfied after investigation that any advertisement is false or misleading and is prejudicial to the interest of any consumer or is in contravention of consumer rights, it may, by order, issue directions to the concerned trader or manufacturer or endorser or advertiser or publisher, as the case may be, to discontinue such advertisement or to modify the same in such manner and within such time as may be specified in that order.*

(2) *Notwithstanding the order passed under sub-section (1), if the Central Authority is of the opinion that it is necessary to impose a penalty in respect of such false or misleading advertisement, by a manufacturer or an endorser, it may, by order, impose on manufacturer or endorser a penalty which may extend to ten lakh rupees:*

Provided that the Central Authority may, for every subsequent contravention by a manufacturer or endorser, impose a penalty, which may extend to fifty lakh rupees.

(3) *Notwithstanding any order under sub-sections (1) and (2), where the Central Authority deems it necessary, it may, by order, prohibit the endorser of a false or misleading advertisement from making endorsement of any product or service for a period which may extend to one year:*

Provided that the Central Authority may, for every subsequent contravention, prohibit such endorser from making endorsement in respect of any product or service for a period which may extend to three years.

(4) *Where the Central Authority is satisfied after investigation that any person is found to publish, or is a party to the publication of, a misleading advertisement, it may impose on such person a penalty which may extend to ten lakh rupees.*

(5) *No endorser shall be liable to a penalty under sub-sections (2) and (3) if he has exercised due diligence to verify the veracity of the claims made in the advertisement regarding the product or service being endorsed by him.*

(6) *No person shall be liable to such penalty if he proves that he had published or arranged for the publication of such advertisement in the ordinary course of his business:*

Provided that no such defence shall be available to such person if he had previous knowledge of the order passed by the Central Authority for withdrawal or modification of such advertisement.



(7) While determining the penalty under this section, regard shall be had to the following, namely: --

- (a) the population and the area impacted or affected by such offence;
- (b) the frequency and duration of such offence;
- (c) the vulnerability of the class of persons likely to be adversely affected by such offence; and
- (d) the gross revenue from the sales effected by virtue of such offence.

(8) The Central Authority shall give the person an opportunity of being heard before an order under this section is passed."

10. Going by Subsections (4) and (5) of Section 21, it can be seen that, in case of any misleading advertisement, the Central Authority may impose a penalty which may extend to Rs. 10,00,000/-. Subsection 2 of Section 21 specifically contemplates that, if the Central Authority is of the opinion that, it is necessary to impose a penalty in respect of such false or misleading advertisement by a manufacturer or an endorser, it may, by order, impose on manufacturer or endorser, a penalty which may extend to Rs.10 Lakhs. The subsection 3 also imposes a liability to pay penalty, upon the endorser. Subsection 5 further contemplates that no endorser shall be liable to pay penalty under Subsection 2 and 3, if he has exercised due diligence to verify the veracity of the claims made in the advertisement regarding the product of service he endorsed by him.



11. Going by the statutory stipulations in Section 21, it can be seen that the liabilities contemplated upon the endorser, is in respect of the proceedings envisaged under Section 21 alone. In any of the other provisions of the Consumer Protection Act, 2019, there is no reference of "endorser". Therefore, the conclusion that has to be arrived at is that, as far as the other consequences arising from the provisions in the Consumer Protection Act, in relation to deficiency of service or unfair trade practices are concerned, the liability can be imposed upon an endorser, only in a case in which, a direct link has been established between the person who is availing the service and the persons who are impleaded as the opposite parties in the complaint, as service providers or suppliers of equipments. In other words, merely because, a person falls within the definition "endorser" he cannot be mulcted with the liability for unfair trade practice or deficiency of service, unless the direct link between the relevant transaction and the endorser is established.

12. Therefore, the contentions raised by the 2nd and 3rd respondents have to be examined, in the light of the specific averments made by the 2nd and 3rd respondents in Ext.P1 complaint. On going through the contents of the complaint, it can be seen that, on two occasions there is reference of the petitioner



herein (the 2nd opposite party) in the complaint. The 1st reference is that paragraph 1 of the complaint and the relevant sentence is as follows:

"1st opposite party is private financial institution engaged primarily into pawn broking and is canvassing business with lower interest rate than those of the other competent in the sector. 2nd opposite party is the ambassador of the 1st opposite party in the State of Kerala. 2nd opposite party represent and advertise about the 1st opposite party in all media".

From the above it can be seen that what is referred to is that the petitioner herein/2nd opposite party is the ambassador of the 1st opposite party.

13. The 2nd reference is at paragraph 3 of the complaint and the 1st sentence of the said paragraphs where the reference of the petitioner contained is as follows:

"The 1st opposite party assured that the interest rate will be 12% per annum as assured by the 2nd opposite party through his advertisement in various media".

Thus it can be seen that, there are only two references of the petitioner in the complaint; the first one is to the effect that the petitioner is the ambassador of the 4th respondent/1st opposite party and the second one at 3rd paragraph is that, the 4th respondent/1st opposite party assured that the interest rate will be 12% per annum as assured by the 2nd opposite party/the petitioner herein through his advertisement in various media.



Therefore, even going by the specific pleadings in Ext.P1 complaint, the case of the 2nd and 3rd respondents is that, the 1st opposite party/4th respondent herein assured that the interest rate will be, *as assured by the 2nd opposite party through the advertisements in various media.* Thus going by the aforesaid pleadings, it is not discernible that, the 2nd opposite party, the petitioner herein, had in any manner persuaded the petitioner to avail the services of the first opposite party and the assurance was that of the 4th respondent alone. Thus, no direct link is established between the petitioner, and the complainants (2nd and 3rd respondents), as far as the transactions referred to in Ext.P1 are concerned.

14. When coming to the definition of the unfair trade practices, it can be seen that, even though the same is by referring to the offers made by the service provider through the advertisements also, that by itself cannot be a reason to attribute responsibility upon the petitioner, even if it is assumed that he was part of to the advertisement. An act could be treated as an unfair trade practice, only when the service provider failed to provide the services as advertised. If that be so, the failure can only be at the instance of the 1st opposite party/ 4th respondent herein, even going by the pleadings in the complaint. It is also to be noted in this regard, going by the averments contained in Ext.P1, there is



nothing to indicate that the 2nd and 3rd respondents were persuaded to avail the services, on account of the assurance in the advertisements made by the 4th respondent, wherein, the petitioner acted as the ambassador of the establishment. On the other hand, the specific case is that, the *4th respondent assured that the interest rate would be, as assured by the 2nd opposite party, the petitioner herein through the advertisement.* Thus going by the pleading, no responsibility can be fastened upon the petitioner, in the matter of unfair trade practice or deficiency of service. In such circumstances, I am of the view that the petitioner is entitled to succeed.

Accordingly, this writ petition is disposed of quashing Exts. P6 and P8 holding that the Ext.P1 complaint is not maintainable against the petitioner herein. However, it is made clear that all the observations made in this writ petition are pertaining to the liability of the petitioner herein, the 2nd opposite party and none of these observations would cause any prejudice to the complainants, as far as the claims raised by them against the 4th respondent are concerned. It is also clarified that if, the 2nd and 3rd respondents have any grievance with respect to the nature of the advertisement, it shall be open to invoke the remedy of approaching the competent authority under Section 21 and the



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observations made herein will not preclude the 2nd and 3rd respondents from invoking such remedies.

Sd/-

**ZIYAD RAHMAN A.A.
JUDGE**

sjb/pkk

APPENDIX OF WP(C) 31700/2024**PETITIONER EXHIBITS**

Exhibit P1 TRUE COPY OF THE COMPLAINT IN CC 196/2022 DATED 19.05.2022 BEFORE THE DISTRICT COMMISSION THIRUVANANTHAPURAM

Exhibit P2 A TRUE COPY OF THE VERSION DATED 28.06.2022 FILED BY THE PETITIONER IN CC 196/2022 DATED 28.06.2022 BEFORE THE DISTRICT COMMISSION THIRUVANANTHAPURAM

Exhibit P3 A TRUE COPY OF THE PETITION IN IA 347/2022 IN CC 196/2022 OF THE DISTRICT COMMISSION, THIRUVANANTHAPURAM DATED 28.06.2022

Exhibit P4 A TRUE COPY OF THE PETITION FILED BY THE 4TH RESPONDENT AS IA 346/2022 IN CC 196/2022 BEFORE THE DISTRICT COMMISSION THIRUVANANTHAPURAM

Exhibit P5 A TRUE COPY OF THE OBJECTION DATED 27.07.2022 SUBMITTED BY RESPONDENTS 2 AND 3 IN CC 196/2022 BEFORE THE DISTRICT COMMISSION THIRUVANANTHAPURAM

Exhibit P6 A TRUE COPY OF THE ORDER DATED 26.09.2022 IN IA 347/2022 IN CC 196/2022 OF THE DISTRICT COMMISSION THIRUVANANTHAPURAM

Exhibit P7 A TRUE COPY OF THE MEMORANDUM OF REVISION BEARING NO. RP 75/2023 DATED 16.08.2023 FILED BY THE PETITIONER BEFORE THE STATE COMMISSION

Exhibit P8 A TRUE COPY OF THE ORDER DATED 01.11.2023 IN RP 75/2023 OF THE STATE COMMISSION