

Central Consumer Protection Authority

Room No. 545, Krishi Bhawan, New Delhi – 110001

F. No. CCPA-2/17/2022-CCPA

In the matter of:

Case against Raising Superstars Enterprises Private Limited regarding misleading advertisements and violation of consumer rights

CORAM:

Smt. Nidhi Khare, Chief Commissioner

Shri Anupam Mishra, Commissioner

Appearance on behalf of Raising Superstars Enterprises Private Limited:

Raghav (Director), Anudath Dubey and Shivani Bhushan (Legal)

Date: 25.02.2026

ORDER

1. The Consumer Protection Act, 2019 has been enacted to provide for protection of the interests of consumers and to establish authorities for timely and effective administration and enforcement of consumer rights. In furtherance of the said objective, the Central Consumer Protection Authority (hereinafter referred to as "CCPA"), established under Section 10 of the Act, is empowered to regulate matters relating to misleading advertisements, unfair trade practices, and violation of consumer rights, and to take appropriate action in the interest of consumers as a class.

2. The present case arises out of a complaint/reference received from the Advertising Standards Council of India (ASCI) against Raising Superstars Enterprises Private Limited (hereinafter referred to as "the Opposite Party" or "the Company"), alleging dissemination of misleading advertisements in respect of its programme titled "Prodigy Framework Program", published on the Company's own website.

3. The following alleged misleading claims were made by the opposite party:

- I. Crawling at 3 months
- II. Walking at 8 months
- III. Using 200+ vocabulary by 18 months.

4. The CCPA, in exercise of its powers under Section 19 of the Consumer Protection Act, 2019, conducted a preliminary inquiry into the matter. At the prima facie stage, the CCPA noted that the advertisements published on the Opposite Party's website in respect of the "Prodigy Framework Program" prominently displayed specific claims, namely, "crawling at 3 months," "walking at 8 months," and "using 200+ vocabulary by 18 months," as outcomes associated with participation in the programme.

5. The CCPA further considered whether any material was available on record indicating the basis of the aforesaid claims, including the existence of any data, records, studies, or documented instances demonstrating that infants enrolled in the programme had achieved the stated milestones as a result of participation therein.

6. The CCPA also noted, prima facie, that infant development varies significantly from child to child and does not follow a uniform trajectory. In this context, the Authority formed a prima facie view that claims warrant closer examination as to their basis and manner of presentation. Accordingly, the impugned claims were found, at this stage, to warrant examination under Sections 2(28), 2(47), and 2(9) of the Consumer Protection Act, 2019, and the Authority was satisfied that a prima facie case existed for issuance of a Show Cause Notice to Raising Superstars Enterprises Private Limited.

7. Thereafter, the CCPA issued a Show Cause Notice dated 17th May 2022 to the Opposite Party, calling upon it to explain as to why action should not be taken against it for dissemination of misleading advertisement and violation of consumer rights.

8. The Opposite Party submitted its reply to the Show Cause Notice vide communication dated 28.05.2022, wherein it made the following submissions: -

- i. The opposite party at the onset categorically denied the allegations made in the Show Cause Notice and stated that at no point they have published any

advertisement which is false, misleading, prejudicial to the interest of any consumer or is in contravention of consumer rights.

- ii. Opposite party asserted that all advertisements, content, and data published on its website were backed by scientific evidence and literature published by reputed institutions, including Harvard University and UNICEF.
- iii. The Opposite Party further submitted that the content objected to in the notice has not formed part of its website since 15.09.2021 and was suitably modified. It stated that the content displayed on its website was published only after exercising due diligence to verify the veracity of the claims.
- iv. The Opposite Party provided background details, stating that prior to incorporation, one of its co-founders was engaged in interacting with and helping parents offline in developing foundational abilities of babies. Based on the results observed and research undertaken on early childhood development, the company was set up. It stated that the company was incorporated on 05.10.2020 under the Companies Act, 2013, and operated as an omni-channel platform for parents of children aged 0–6 years, offering screen-free activities, cohort-based communities, and expert support. It claimed to have a team of engineers, child educators, doctors, and consulting professionals, and stated that it had helped multiple parents across the globe and received positive feedback.
- v. The Opposite Party referred to correspondence with the Advertising Standards Council of India (ASCI), pursuant to which it modified its website content on multiple occasions, added disclaimers, and revised its Terms of Use. It stated that disclaimers were inserted clarifying that results are not guaranteed, outcomes vary from child to child, and the programmes are child-led and pressure-free. It further submitted that these changes continued to reflect on its website.
- vi. The following changes were made to its website, including:
 - a. adding a disclaimer at the top of the webpage stating “While we can’t guarantee this (nobody can!), we can prepare you and your child for the best chance at life”;
 - b. adding the qualifier “(belly crawling, not on all fours)” after the claim “crawling at 3 months”; and

- c. revising the "Terms of Use" to expressly disclaim warranties and guarantees, and to state that there is no express guarantee that the programme will work for every child to the same degree.

- d. *No Guarantees of Results*

You agree that the Raising Superstars has not made any guarantees about the results of taking any action, whether recommended on this website or inside any of our programs, videos or products. Raising Superstars provides educational and informational resources that are intended to help parents raise their kids for confidence, happiness and success. However, you recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of Raising Superstars.

All testimonials are real. The results obtained by others applying our principles do not guarantee that you or any other person will be able to obtain similar results. By visiting this website or interacting with any of the portions of this website, you agree that you're fully responsible for the outcomes that may result.

- vii. With respect to the impugned claims, the Opposite Party submitted that its content was backed by scientific data. It stated that infants can crawl on their bellies from three months and has cited articles by medical professionals and books on early childhood physical development. It further submitted that claims relating to babies walking at eight months and vocabulary development were supported by publications such as Times of India, Mama Natural, Mayo Clinic, and articles by certified speech-language pathologists. It annexed detailed charts and scientific literature in support.
- viii. The Opposite Party also stated that it had appointed an international professor from Yale School of Medicine and a Mumbai-based pediatrician to independently review and examine its programmes on a regular basis.
- ix. It submitted that the website clearly stated that these are "some of the things our babies have learnt via our programs" and that the claims are based on results achieved by parents, supported by testimonials, including video testimonials.

- x. The Opposite Party also made the request that the proceedings be dropped and sought an opportunity for a personal hearing.

9. In support of the above submissions the opposite party submitted the following enclosures:

- a) An article written by a licensed medical professional in the United States of America;
- b) A book authored by Glenn Doman, a physical therapist;
- c) An article published in the *Times of India*;
- d) Content published on a website titled "Mama Natural";
- e) An article written by a certified speech-language pathologist; and
- f) An article published by the Mayo Clinic.

10. Acceding to the request of the Opposite Party contained in the aforesaid submissions for grant of an opportunity of personal hearing, the CCPA afforded the Opposite Party an opportunity of hearing on 12.12.2022. During the hearing, Ms. Shivani Bhushan and Ms. Varsha Khandelwal appeared on behalf of the Company and made submissions, inter alia, that:

- i. The claims were based on scientific research and studies as submitted in their response dated 28.05.2022;
- ii. The Company operates a digital platform providing audio-video stimulation programmes for children, monitored by pediatricians and consultants;
- iii. The Company had appeared on the television programme *Shark Tank India*, wherein its business model was disclosed publicly;
- iv. The terms of use on the website clarified that results may vary and were not guaranteed;
- v. The content was developed and monitored by an expert panel;
- vi. The founders had conducted trials prior to launching the programme; and
- vii. The website had been modified and the impugned claims were no longer displayed.

11. During the course of the hearing, the CCPA directed the Opposite Party to furnish further information and clarifications necessary for proper enquiry of the matter, namely:

- a. third-party scientific studies or independent empirical evidence in support of the results and developmental outcomes claimed to be achievable through the programme;
- b. complete particulars of the pediatricians, engineers, early childhood educators, and Ivy League professors stated to be associated with the programme, including their credentials and nature of association;
- c. details of the entire payment structure and monetization model of the programme, including the manner in which charges are levied upon consumers; and
- d. the detailed structure and layout of all "Prodigy" programmes, including an explanation of how the programme designed for a three-month-old infant differs from other programmes offered by the Company.

12. During the said hearing, the CCPA also observed prima facie non-compliance of Opposite Party with regard to Rule 4 of the Consumer Protection (E-Commerce) Rules, 2020, relating to mandatory disclosures and the grievance redressal mechanism. Accordingly, the Opposite Party was directed to forthwith comply with the said Rules and to submit a compliance report before the CCPA.

13. However, the Opposite Party failed to submit the documents and information as directed during the hearing. Consequently, the CCPA issued communication dated 07.03.2024, calling upon the Opposite Party to furnish the requisite documents and submissions.

14. In response thereto, a reply from the Opposite Party was received on 02.04.2024, wherein it, inter alia, made the following submissions:

- i. The Opposite Party submitted that it has carefully developed a structured 'skill architecture' comprising, inter alia, early crawling, early walking, mental mathematics, reading, communication skills, social skills, logic and critical thinking, and superior memory development. It further submitted that children

enrolled under its framework have, during the course of their association with the programme, featured in several record books.

- ii. The Opposite Party stated that it had acquired more than 1,32,000 customers globally, of whom over 1,15,000 are from India, and that its mobile application had been downloaded over 3,00,000 times, and is frequently ranked among the top applications in the parenting category on digital application platforms.
- iii. The Opposite Party submitted that it is compliant with Rule 4 of the Consumer Protection (E-Commerce) Rules, 2020, and that its website discloses grievance redressal details under its Privacy Policy. It stated that the grievance officer details published on the website are as follows:
 - Name: Vishal Gaikwad
 - Email: vishal.gaikwad@raisingsuperstars.in
 - Address: Unit No. 302, 3rd Floor, Kamla Spaces, S.V. Road, Khira Nagar, Santacruz (West), Mumbai – 400054.
- iv. The Opposite Party furnished particulars of certain professionals, claimed to be associated with the development of its programmes, including:
 - Dr. Craig S. Bailey, Ph.D., Assistant Professor at the Child Study Center and Director of Early Childhood at the Yale Center for Emotional Intelligence, Yale School of Medicine, USA, who, according to the Opposite Party, was associated with the Company during its initial phase and was involved in vetting the programmes; and
 - Ms. Sonal Chawla, an early childhood education professional with over 27 years of experience, who, according to the Opposite Party, headed the curriculum development and app design team, and has previously held senior positions in preschool and early education organizations in India and abroad.
- v. The Opposite Party submitted the structure and layout of its programmes and disclosed the indicative pricing charged to consumers, stating that the programmes are categorized into different frameworks, inter alia:
 - a) Intro to Prodigy Framework – (Average price ₹497/-) an introductory programme providing information on early childhood education and screen-free activities, stated to be offered with a full money-back guarantee;

- b) The Prodigy Challenge – average price stated to be approximately ₹7,997, involving screen-free activities, shipment of proprietary “Booster Cards” and books, access to parent coaches, and a parent community;
- c) The Prodigy Baby System – average price stated to be approximately ₹25,000, described as a six-month programme involving planned activities and shipment of physical materials, along with coaching support and community access;
- d) The Prodigy Mastery Program – average price stated to be approximately ₹39,000, offered with instalment options, described as a twelve-month programme with planned activities and physical learning materials;
- e) The Prodigy Surge – average price stated to be approximately ₹19,000, described as a twelve-month programme focused on teaching reading skills, with shipment of physical materials and coaching support; and
- f) The Prodigy Club Membership – a mobile application subscription stated to be priced at approximately ₹500 per month, providing daily screen-free activities for parents and children.

15. As per sub-section (1) of Section 19 of the Act, “The Central CCPA may, after receiving any information or complaint or directions from the Central Government or of its own motion, conduct or cause to be conducted a preliminary inquiry as to whether there exists a prima facie case of violation of consumer rights or any unfair trade practice or any false or misleading advertisement, by any person, which is prejudicial to the public interest or to the interests of consumers and if it is satisfied that there exists a prima facie case, it shall cause investigation to be made by the Director General or by the District Collector”. After considering the opposite party reply and the material at hand the CCPA formed the satisfaction that a prima facie case existed in the case. The matter was referred to DG investigation by CCPA's order dated 05.08.2024 for detailed investigation.

16. The Investigation Report dated 25th November 2025, which was received by the CCPA on 03.12.2025, inter alia, concluded the following:

- i. The Company's earlier claims constitute misleading advertisements under Section 2(28) of the Consumer Protection Act, 2019, as they were not

supported by scientific evidence, were based solely on variable parental feedback, and could mislead consumers regarding the nature and outcomes of the programmes, thereby amounting to a violation despite their later removal.

- ii. Initially, Raising Superstars Enterprises Private Limited failed to provide the contact details like landline, mobile number of the Grievance Officer on its platform which amounts to the violation of Rule 4 of The Consumer Protection (E-Commerce) Rules, 2020.
- iii. The Company's practices amount to a gross violation of consumer rights under Section 2(9) of the Consumer Protection Act, 2019, as consumers are not provided clear grievance-redressal access or accurate, evidence-based information; the absence of a customer support number and the presence of misleading claims on the website denied consumers their right to be informed and protected against unfair trade practices.
- iv. In view of the above, as per the investigation conducted, a case relating to the violation of abovementioned provisions under the Consumer Protection Act, 2019 stands established.

17. The Investigation Report was forwarded to the Opposite Party vide letter dated 05.12.2025, granting it an opportunity to submit its comments, if any, to the DG investigation report. The Opposite Party submitted its response to the Investigation Report on 11.12.2025, wherein it made the following submissions: -

- i. The Opposite Party has, at the outset, most respectfully submitted that the Investigation Report dated 25.11.2025 proceeds on certain factual and legal misunderstandings and does not fully take into account the detailed explanations, documentary evidence, clarifications, and corrective steps placed on record by the Company since 2022. It has submitted that the Report relies on impressions that the Company "failed to substantiate" claims or that its earlier website content was "misleading," whereas, according to the Company, it has consistently furnished complete and transparent responses supported by documents, and has repeatedly clarified that the earlier statements were not scientifically guaranteed outcomes but genuine, parent-reported experiences, which were voluntarily shared and were subsequently moderated to avoid misinterpretation.

- ii. The Opposite Party has submitted that the Investigation Report concludes that earlier claims such as parent-reported instances of “crawling at 3 months,” “walking at 8 months,” etc., constitute misleading advertisements. It is respectfully submitted that this conclusion overlooks essential clarifications which have been consistently conveyed by the Company since the commencement of the proceedings in the year 2022.
- iii. The Opposite Party has reiterated and clarified that the said statements were never representations of guaranteed results. It has submitted that they were merely testimonials voluntarily provided by parents during the Company’s pilot phase, describing the developmental progress of individual children. It has submitted that these statements were, at all times, expressly qualified as individual outcomes. It has further submitted that, as soon as the Company realized that such statements might be misinterpreted as universal or guaranteed results, it immediately added disclaimers on its platform stating “*No Guarantee of Results*” and further clarifying, “*While we can’t guarantee this (nobody can), we can prepare you and your child for the best of life.*”
- iv. The Opposite Party has also submitted that the allegedly misleading statements were not present on its website since the inception of its operations. According to the Opposite Party, these statements appeared only at a later stage, after the Company received voluntary feedback from parents who shared their individual experiences regarding their children’s developmental progress while engaging with the programme’s activities. It has submitted that the Company, acting in good faith, reflected these genuine parental testimonials on its website, without presenting them as guaranteed or universal outcomes.
- v. It has further submitted that the said statements were subsequently removed voluntarily, out of abundant caution, and not as an admission of any impropriety. The Opposite Party has asserted that it has never made or endorsed claims stating that all children will or can achieve such milestones, and that its current website does not contain any such outcome-based representations.
- vi. It has further clarified that the Prodigy Framework Program is not a course that guarantees early milestones, but is a structured, play-based activity kit designed in consultation with early learning educators, psychologists, and child-development specialists. It has submitted that, although the programme does not guarantee early milestones, the testimonials suggest that it increases the

chances of achieving them earlier than usual. It has also submitted that the activities are aligned with the National Education Policy, 2020 and the National Curriculum Framework for the Foundational Stage, 2023.

- vii. With respect to the observation that the Company failed to provide certification or reports from engaged experts, the Opposite Party has submitted that this conclusion is misplaced. It has clarified that experts were engaged for designing play-based developmental activities, not for certifying outcomes or conducting scientific trials. It has stated that it submitted the executed consultancy agreement of Dr. Craig S. Bailey, Yale School of Medicine, along with payment proof, as directed. It has further submitted that it had already clarified that expert engagement was for guidance on activity design and not certification of results, and therefore no such reports exist or are required. It has also submitted that Mrs. Sonal Chawla, an early learning specialist, worked full-time with the Company for twelve months and developed structured learning categories and play-based activities, and that her engagement was pedagogical and operational in nature, not scientific, and therefore did not involve issuance of certificates.
- viii. With respect to the observation regarding failure to provide older versions of the website, the Opposite Party has submitted that its earlier website and domain "prodigyframework.in" were hosted on the platform "Clickfunnels" in 2022, and that upon domain migration in 2023, the earlier domain and its content were deleted. It has submitted that the Company currently operates from "raisingsuperstars.com" with updated content. It has further submitted that it voluntarily provided screenshots of older disclaimers and explained that disclaimers were removed only because the corresponding content had already been removed. It has contended that it disclosed all records in its possession and explained the technical limitations in producing data that is no longer accessible.
- ix. With respect to grievance redressal and disclosures, the Opposite Party has submitted that the Grievance Officer's name and contact details were already prominently displayed under the "Privacy Policy" and "Contact Us" sections of its website, and that the AI chat system had also been updated to provide direct escalation to human support, as previously conveyed to the CCPA. It has submitted that the finding regarding the initial absence of a contact number

does not reflect the improvements and compliance efforts made by the Company. It has contended that compliance achieved prior to the conclusion of the investigation and without prejudice to consumers should not be treated as violations.

- x. The Opposite Party has further submitted that even prior to the initiation of the present investigation, a “no-questions-asked money-back guarantee” was available for the Prodigy Framework Program. It has submitted that the process for availing refunds was convenient and prominently disclosed on the website, and that any consumer who opted for a refund has been provided the same. It has contended that this demonstrates its accessibility and responsiveness to consumer grievances.
- xi. With respect to the finding of violation of Section 2(9) of the Consumer Protection Act, 2019, the Opposite Party has submitted that the conclusion is erroneous. It has submitted that no consumer has ever lodged a complaint alleging harm, misrepresentation, or inability to contact the Company; that all customers receive receipts, order confirmations, refund and return policies, and support access immediately upon purchase; that the website explicitly displayed pricing, inclusions, exclusions, and disclaimers prior to purchase; that the programme is a content-only, parent-led activity system and not a performance-guarantee service; and that testimonial-based content was clearly distinguishable from programme descriptions. It has contended that no consumer was ever misled into believing that guaranteed outcomes were promised and, therefore, there has been no violation of Section 2(9) of the Act.

18. In its response, the Opposite Party reiterated its earlier submissions and contended that the impugned claims had already been removed from its website, that it did not guarantee uniform outcomes, and that corrective steps had been taken to comply with applicable laws. The Company, however, did not place on record any contemporaneous scientific studies or empirical evidence substantiating the specific developmental milestone claims originally advertised.

19. An opportunity of hearing, as mandated under Section 21(8) of the Consumer Protection Act, 2019, was afforded to the Opposite Party on 11th December 2025. During the hearing Mr. Raghav, Mr. Anudath Dubey and Ms. Shivani Bhushan

appeared on behalf of the opposite party. During the hearing, the Opposite Party submitted that its programme had been launched in July 2020 in the backdrop of the National Education Policy, 2020, with the stated objective of promoting early childhood education, on the premise that the initial years are critical for brain development. It was submitted that the programme had been curated by educationists and experts from India and abroad.

22. The Opposite Party further submitted that the impugned claims were made on the basis of testimonials received from parents who had enrolled in the programme and who had reported achievement of the stated developmental outcomes. It was contended that the Company had included disclaimers on its platform clarifying that results may vary from individual to individual and that no guaranteed outcomes were promised. It was also asserted that the claims were not scientifically impossible.

23. During the hearing, the CCPA sought clarification regarding the number of parents who had enrolled in the programme during its initial phase and the number of cases in which the claimed results were achieved. In response, the Opposite Party sought time to compile and submit the relevant data.

24. In view of the above, the Central Consumer Protection CCPA directed the Opposite Party to furnish the following information and documents:

- i. the total number of parents who had enrolled in the "Prodigy Framework Program";
- ii. the number of parents enrolled as on the date of issuance of the Show Cause Notice and, out of the same, the number of instances in which the claimed developmental outcomes were achieved; and
- iii. a written undertaking confirming that the impugned claims had been removed from its website and from all other advertisements, publications, or promotional material.

25. Pursuant to the directions issued during the hearing held on 11.12.2025, the Opposite Party filed a signed submission dated 19.12.2025 by way of an undertaking before the CCPA:

- i. In the said submission, the Opposite Party furnished data regarding user enrolment and stated that approximately 36,000 users had been acquired prior to publication of the claims/statements in question on its webpage; approximately 13,000 users were acquired during the period when the webpage containing the impugned claims remained live until the ASCI complaint was made (June 2021 to September 2021); and approximately 1,20,000 users were acquired after disclaimers had been added to the relevant webpage and until the page was discontinued and taken down completely (October 2021 to December 2023). The Opposite Party further stated that the total number of parents who have taken the programme is approximately 1,69,000.
- ii. The Opposite Party reiterated that the statements referred to in the Show Cause Notice were based on voluntary feedback provided by certain parents regarding their individual experiences, and that the said statements were neither intended as universal claims nor as guaranteed outcomes. It was further submitted that the Company does not maintain, and had not represented, any quantified or statistically validated data correlating enrolment in the programme with achievement of specific developmental milestones, and that outcomes vary for every child depending upon multiple factors, including age, environment, parental involvement, and individual developmental pace.
- iii. Without prejudice to its submissions, and in compliance with the directions of the CCPA, the Opposite Party confirmed that the statements referred to in the show cause notice are no longer present on its website or in any other advertisement, promotional material, or publication issued by the Company. The Opposite Party furnished an undertaking that no such statements shall be published, circulated, or displayed in future advertisements or communications of the Company.
- iv. The Opposite Party further expressed its willingness to continue to cooperate with the proceedings and stated that the said submission had been made in good faith and in compliance with the directions of the CCPA.

26. Another opportunity of hearing was provided to the Opposite Party on 19th December 2025. During the hearing Mr. Raghav, Mr. Anudath Dubey and Ms. Shivani Bhushan appeared on behalf of the opposite party. During the hearing, the Opposite Party submitted that the statements earlier displayed on its website were "scientifically

possible" and that the programme had been launched with the stated objective of promoting early childhood education, which, according to the Opposite Party, was in alignment with the National Education Policy, 2020. It was further submitted that the Company had acted upon the objections raised by ASCI and had removed the impugned statements. The Opposite Party sought to draw an analogy with coaching institutes highlighting top performers, contending that even if a single child achieved the stated outcome, reference to such outcome could be made.

27. The CCPA queried the Opposite Party regarding the specific basis of the impugned claims and as to whether any scientific study, clinical assessment, or empirical research had been undertaken by the Company to substantiate that enrolment in the programme resulted in the stated developmental milestones. In response, the Opposite Party submitted that no such scientific study had been undertaken and that the programme activities had been created by experts based on their experience.

28. Upon further query as to whether any systematic measurement, assessment, or tracking mechanism had been employed to evaluate success or failure of the programme outcomes, the Opposite Party stated that it had not undertaken any such measurement or study and did not maintain success or non-success data in respect of the claims made.

29. The Central Consumer Protection CCPA (CCPA), after carefully considering the written submissions filed by the opposite party, the oral submissions advanced during multiple hearings, and the Investigation Report submitted by the Director General (Investigation), records the following findings:

- i. The core issue for consideration is whether the claims displayed on the Opposite Party's website amount to misleading advertisements and unfair trade practices under the Consumer Protection Act, 2019, namely:
 - a) "Crawling at 3 months"
 - b) "Walking at 8 months"
 - c) "Using 200+ vocabulary by 18 months".
- ii. From the record, it is undisputed that the above claims were displayed prominently on the Opposite Party's website in connection with its "Prodigy

Framework Program.” The CCPA notes that these claims were framed as specific, time-bound developmental outcomes and were conveyed to consumers as achievements attributable to participation in the Opposite Party’s programme. These representations directly concern infant growth, neurological development, and early cognitive milestones, which are areas intrinsically linked to a child’s health, well-being, and long-term development. Advertisements dealing with such subjects are, by their very nature, extremely sensitive and demand the highest standard of accuracy, substantiation, and responsibility.

- iii. The CCPA observes that parents and guardians of infants and young children constitute a particularly vulnerable class of consumers. Decisions relating to early childhood development are often taken in a context of anxiety, heightened emotional involvement, limited scientific literacy, and a strong desire to secure the “best possible start” for one’s child. Claims suggesting accelerated or exceptional development have a powerful persuasive impact on such consumers and are capable of significantly influencing parental decision-making. Any misleading representation in this domain carries a serious potential for harm, including the creation of unrealistic expectations, financial exploitation, diversion from evidence-based practices, and psychological distress if promised outcomes are not achieved.
- iv. Although the Opposite Party has contended that the said claims were based on testimonials voluntarily shared by certain parents and were not intended to represent guaranteed results, the CCPA finds that the manner in which these claims were presented was conclusive in nature and conveyed a clear impression of assured and typical outcomes. The claims did not merely describe isolated experiences, but projected precise developmental milestones linked to defined ages, thereby creating an overall representation that such results were achievable through enrolment in the programme. In the context of infant-related advertising, such definitive claims assume greater significance and possess an enhanced capacity to mislead.
- v. The CCPA further notes that throughout the proceedings, including during the hearings held on 11.12.2025 and 19.12.2025, the Opposite Party has expressly admitted that:

- a) no scientific study, clinical assessment, or empirical research was undertaken to establish that enrolment in the programme resulted in the stated developmental milestones;
 - b) no systematic measurement, tracking mechanism, or outcome evaluation was carried out; and
 - c) no quantified or statistically validated data exists correlating participation in the programme with achievement of the advertised outcomes.
- vi. The Opposite Party has also failed, at any stage of the proceedings, to furnish the number of parents or children who actually achieved the stated milestones, despite being afforded multiple opportunities. Even in its final undertaking dated 19.12.2025, the Opposite Party expressly stated that it does not maintain any quantified success data in respect of the claims made.
- vii. In this context, the CCPA finds that the impugned claims were not supported by any verifiable evidence demonstrating either their typicality or their causal link with the programme. The mere assertion that some parents may have voluntarily reported such experiences, without disclosure of the sample size, proportion, methodology, or independent verification, does not constitute adequate substantiation for advertising specific developmental outcomes. This deficiency assumes greater gravity where the subject matter concerns infant development, an area characterized by high biological variability and well-recognized scientific uncertainty.
- viii. The CCPA further observes that the subsequent insertion of disclaimers such as “results may vary” and “no guarantee of results” does not cure the misleading nature of the original claims. Where precise, outcome-oriented claims are made regarding early childhood milestones, a general disclaimer is insufficient to neutralize the dominant impression conveyed to parents. The net effect of the advertisements continued to suggest that enrolment in the programme would lead to early crawling, early walking, and advanced vocabulary development. In advertisements targeting parents of infants, such disclaimers cannot override the core message or absolve the advertiser from responsibility.
- ix. The CCPA also takes note of the Opposite Party’s own admission that the impugned claims were not based on scientific studies but only on selective

parental feedback. In the absence of clear disclosure of the anecdotal, unverified, and non-representative nature of such testimonials, the presentation of these claims amounted to exaggeration of efficacy and concealment of material information regarding the inherent uncertainty, diversity, and developmental variability among children.

- x. Accordingly, the CCPA holds that the representations relating to “crawling at 3 months,” “walking at 8 months,” and “using 200+ vocabulary by 18 months” were misleading within the meaning of Section 2(28) of the Consumer Protection Act, 2019, as they falsely described the nature, efficacy, and expected results of the service and were likely to mislead consumers, particularly vulnerable parents of infants and young children.
- xi. The CCPA further finds that by projecting unverified and unquantified testimonial-based outcomes as definitive programme results, the Opposite Party represented that its services possessed characteristics and benefits which they had not been shown to ordinarily possess. Such conduct squarely falls within the ambit of “unfair trade practice” under Section 2(47) of the Act.
- xii. The CCPA also finds that the said representations impaired the consumer’s right to be informed under Section 2(9) of the Act, as consumers were denied accurate, complete, and evidence-based information necessary to make an informed decision. This impairment is particularly serious where the consumer group consists of parents of infants and toddlers, whose purchasing decisions are closely tied to concerns of health, development, and future well-being.

30. Section- 2(28) of the Consumer Protection Act, 2019 defines “misleading advertisement” in relation to any product or service to mean an advertisement, which—

- a) falsely describes such product or service; or
- b) Gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or
- c) Conveys an express or implied representation which, if made by the manufacturer or seller or service provider thereof, would constitute an unfair trade practice; or
- d) Deliberately conceals important information;

31. From a bare reading of the above provisions of the Act, it is clear that any advertisement should:

- i. contain Truthful & honest representation of facts.
- ii. have assertions, guarantees only when backed by underlying credible and authentic material, study etc.
- iii. Not indulge in unfair Trade practice as defined in Section 2(47) of the Act. It should be free from false representation that the goods/services are of particular standard, quality [(section 2(47)(a)] and should not make false or misleading representation concerning the need for or usefulness of any goods or services (section 2(47)(f) of Consumer Protection Act with respect to unfair trade practice.
- iv. Disclose important information in such a manner that they are clear, prominent and extremely hard to miss for viewers/consumers so as to not conceal important information.

32. Section 2(9) of the Act recognizes the consumer's right to be informed and protected against unfair trade practices.

33. After careful consideration of the oral and written submissions of the Opposite Party, the material available on record, and the Investigation Report, the Central Consumer Protection CCPA concludes that:

- I. The Opposite Party had published and disseminated advertisements on its website in relation to the "Prodigy Framework Program" containing specific developmental outcome claims, including "crawling at 3 months," "walking at 8 months," and "using 200+ vocabulary by 18 months." During the course of the proceedings, the Opposite Party has acknowledged that these claims were derived from selected parental testimonials and that no scientific study, clinical assessment, or empirical research was undertaken to establish a causal relationship between participation in the programme and achievement of the stated milestones. The Investigation Report has further recorded that the said claims were not supported by credible scientific evidence and were capable of misleading consumers regarding the nature, efficacy, and likely outcomes of the programme.

- II. Although the Opposite Party has submitted that the impugned statements were subsequently removed from its website and that disclaimers were introduced, such post-facto measures do not alter the position that the misleading representations had already been disseminated to the public for a considerable period. The Opposite Party, being engaged in the commercial provision of early childhood development programmes, is expected to exercise a high degree of diligence and responsibility, particularly while making claims concerning infant and child development. The publication of specific, outcome-oriented claims without scientific substantiation reflects a failure to adhere to the standards of accuracy and transparency required under the statute.
- III. The impugned advertisements projected definitive, performance-linked developmental outcomes without adequate disclosure of material information, including the inherent variability of child development, the absence of validated studies, and the lack of quantified or verifiable success data. Such omissions were likely to impair consumers' ability to make informed choices and were capable of inducing parents and guardians of infants and toddlers to enrol in the programme on the basis of expectations not supported by evidence.
- IV. The CCPA finds that the dissemination of unverified and inadequately qualified developmental claims undermines consumer trust and constitutes contravention of the Consumer Protection Act, 2019, including:
 - a) Section 2(9) – by impairing the consumer's right to be informed;
 - b) Section 2(28) – by publishing misleading advertisements containing representations likely to mislead consumers and by concealment of material information relating to the efficacy and outcomes of the programme.
 - c) Section 2(47) – by adopting unfair trade practices through false representation that the service possesses characteristics, performance, or benefits which it has not been shown to ordinarily possess; and

34. The CCPA is empowered under Section- 20 & 21 of the Consumer Protection Act, 2019 to issue directions and if necessary, it may, by order, impose a penalty which may extend to ten lakh rupees and for every subsequent contravention may extend to fifty lakh rupees. Further, Section 21 (7) of the above Act prescribes that following may be regarded while determining the penalty:-

- i. the population and the area impacted or affected by such offence;
- ii. the frequency and duration of such offence;
- iii. the vulnerability of the class of persons likely to be adversely affected by such offence.
- iv. Gross revenue from sales effected by virtue of such offence.

35. From the material available on record and the findings of the investigation, it is observed that the Opposite Party operates a digital platform providing early childhood development programmes to parents across India and abroad through its website and mobile application. The programmes are accessible nationwide, enabling parents from multiple States and Union Territories to enrol in the "Prodigy Framework Program" and other offerings. The Opposite Party has itself stated that it has acquired approximately 1,69,000 users, including more than 1,15,000 users from India, and that its mobile application has recorded over 3,00,000 downloads, indicating a wide consumer reach and substantial market presence.

36. The investigation further reveals that the impugned claims relating to crawling at three months, walking at eight months, and acquisition of over 200 vocabulary words by eighteen months were hosted and disseminated on the Opposite Party's website for a significant period and were accessible to a large and geographically dispersed population of consumers. The Opposite Party has acknowledged that approximately 13,000 users were acquired during the period when the webpage containing the impugned claims was live, and a substantially larger number of users were acquired thereafter. The dissemination of such outcome-oriented claims, in the absence of scientific substantiation, therefore had the potential to influence the enrolment decisions of a considerable number of parents.

37. The nature of the consumer class affected in the present case is of particular significance. The advertisements were targeted at parents and guardians of infants and toddlers, a category of consumers that is inherently vulnerable and likely to be highly sensitive to claims relating to early childhood development, cognitive advancement, and physical milestones. The promotion of specific developmental outcomes, without empirical validation, is capable of exploiting parental concern and aspiration, thereby aggravating the seriousness of the violation.

38. The Opposite Party's own submissions indicate that it offered multiple paid programmes ranging from introductory modules to long-term programmes priced up to approximately ₹39,000, along with subscription-based services. The dissemination of the impugned claims formed part of the marketing and promotional framework through which consumers were induced to enrol in these programmes. The misleading representations were therefore directly connected with commercial offerings generating revenue for the Opposite Party.

39. Having regard to the scale of dissemination, the duration for which the impugned claims were hosted, the large number of consumers potentially impacted, and the vulnerable nature of the target consumer group, the misleading advertisements in the present case cannot be regarded as isolated or trivial. On the contrary, they constitute dissemination of misleading advertisements on a platform with substantial outreach.

40. During the extensive hearings in the case, it has become clear that the opposite party has no objective data to back its claim. It has been revealed that the opposite party has not obtained any feedback from the parents who had enrolled in the programme. In a nut shell, the opposite party did not have any in house dataset to back its claims. Further, absence of third party evaluation makes the claim misleading in nature. The actions of opposite party attracts the applicability of Section 21(2) read with section 21(7) of the Consumer Protection Act, 2019, thereby warranting imposition of penalty.

41. In exercise of powers conferred under Sections 20 and 21 of the Consumer Protection Act, 2019, the CCPA hereby directs that:

- i. The Opposite Party shall cease and desist from making any developmental milestone or performance-related claims from immediate effect unless supported by credible, verifiable, and contemporaneous scientific evidence;
- ii. The Opposite Party shall ensure strict compliance with the Consumer Protection (E-Commerce) Rules, 2020, including proper disclosure of grievance redressal contact details;
- iii. Considering the nature of violations, the vulnerability of the affected consumer class, and the duration of dissemination, the CCPA, in terms of Section 21(7)

of the Consumer Protection Act, 2019, imposes a penalty of ₹8,00,000 (Rupees eight lakhs only) on the Opposite Party for dissemination of misleading advertisements.

- iv. The Opposite Party shall submit a compliance affidavit and penalty amount to the CCPA within 15 days from the date of this Order failing which it shall attract consequences as per law.

This Order is passed in exercise of the powers conferred upon the Central Consumer Protection CCPA under Sections 10, 20, and 21 of the Consumer Protection Act, 2019.



(Nidhi Khare)
Chief Commissioner



(Anupam Mishra)
Commissioner

