

Central Consumer Protection Authority

Krishi Bhawan, New Delhi - 110001

Case No: CCPA-2/19/2024-CCPA

In the matter of: Use of dark patterns resulting in unfair trade practices, misleading advertisements, and violation of consumer rights by SpiceJet Ltd.

CORAM:

Smt. Nidhi Khare, Chief Commissioner

Shri Anupam Mishra, Commissioner

Appearance on behalf of SpiceJet Limited:

Shri Jasbir Chaudhary AR of the company

Date: 14.07.2026

ORDER

1. This is a case taken up by the Central Consumer Protection Authority (hereinafter referred to as 'CCPA') suo moto against SpiceJet Ltd. (hereinafter referred to as "the opposite party"). The CCPA, upon a prima facie examination, observed the following alleged deceptive design practices on the website of the Opposite Party:-

- a) After selecting the destination and date of travel and proceeding with fare selection, the platform shows a webpage to enter contact details wherein a checkbox mentioning "*Enrol me in the SpiceClub Loyalty Program. I confirm that I'm over the age of 18. Learn more*" is pre-ticked. It is observed that this method of enrolling consumers in the program is misleading as it automatically makes a decision on consumers' behalf of entering into the program, even though no decision to opt in or opt out of the program has been made by the consumer. The webpage image is given below for easy reference:

The screenshot displays the SpiceJet booking interface. At the top, there's a navigation bar with 'SpiceJet' logo and links for 'Flights', 'Passengers', 'Add-ons', and 'Payment'. Below this, the 'Contact Details' section includes fields for Title, First and Middle Name, Last Name, Contact Number, Email Address, Country (set to India), and Town or City. There are checkboxes for 'Retain my details for the next visit', 'Enrol me in the SpiceClub Loyalty Program', and 'I prefer not to receive future communication and newsletter from SpiceJet over text, WhatsApp or e-mail'. The 'Passenger Information' section for 'Passenger 1' includes a checkbox for 'I am flying as the primary passenger', fields for Title, First and Middle Name, Last Name, and SC Member ID / Mobile Number, and a 'Special Assistance' section with a checkbox for 'Visually Impaired'. On the right, the 'Trip Summary' shows the route 'Delhi - Ahmedabad' for flight 8193 on Sat, 25 May 2024, with a price of ₹ 8,657. Below this, it shows 'Ahmedabad - Delhi' for flight 8194 on Wed, 12 Jun 2024, with a price of ₹ 4,645. A 'Payable Amount' of ₹ 13,302.00 is displayed, along with a 'Continue' button.

b) Below the above-mentioned pre-ticked checkbox, there is another checkbox which is not pre-ticked mentioning - '*I prefer not to receive future communication and newsletter from SpiceJet over text, WhatsApp or e-mail.*' It is observed that this method of subscribing consumers to receive the newsletter and future communication of the company is misleading as it also automatically subscribes consumers to such communication. Unless a consumer specifically ticks the checkbox, she/he will be enrolled to receive communication. Hence, a clear choice of opting in or out to receive the newsletter and future communication is being presented to consumer in a misleading manner.

2. Accordingly, in exercise of powers under Sections 18 and 19 of the Consumer Protection Act, 2019 (hereinafter referred to as "the Act"), CCPA conducted a preliminary inquiry. It was observed that such practices impair consumer choice and autonomy and amount to deceptive design practices. CCPA was satisfied that a prima facie case of violation of consumer rights and unfair trade practices existed.

3. Thereafter, a notice dated 14.05.2024 was issued to the opposite party, directing it to furnish its response within 7 days. It is pertinent to note that reminder

dated 31.05.2024 and 21.06.2024 were issued to the opposite party for not responding to the show cause notice.

4. In response, the opposite party submitted a short reply vide email dated 21.06.2024 submitted that:

- a) The company has not indulged in any deceptive or unfair trade practices.
- b) Its website is customer-friendly and designed to provide seamless services.
- c) Necessary changes have already been incorporated on its website as advised.

5. As per sub-section (1) of Section 19 of the Act, "The Central Authority 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". The matter was referred to DG investigation by CCPA's order dated 5th November, 2024 for detailed investigation.

6. The Director General (Investigation) in its investigation report dated 27th December, 2024 submitted the following:

- I. Following the CCPA notice, the company has rectified its practice of pre-ticking the box "Enroll me in the SpiceClub Loyalty Program. I confirm that I'm over the age of 18." However, the previously unticked box, which stated "I prefer not to receive future communication and newsletters from SpiceJet via text, WhatsApp, or email," was replaced with a new pre-ticked box stating **"I prefer to receive future communication and newsletter from SpiceJet via text, WhatsApp, or email"**. Although the company claims that it has implemented the necessary changes in its reply, it was found that the company has resorted to a new way of engaging in deceptive practices by automatically making decisions on behalf of consumers regarding the receipt of future communications via text, WhatsApp, or email, thereby,

indulging in the potential violation of Section 2 (28) & Section 2 (47) of the Consumer Protection Act, 2019, as well as Sub-rule 3 of Rule 4 of the Consumer Protection (E-commerce) Rules, 2020. The webpage image is given below for easy reference.

SpiceJet Login | Signup

Flights Passengers Add-ons Payment

Contact Details

Flight related information will be sent to the submitted email address/contact number.

Title* First and Middle Name* Last Name* Contact Number*

Mr +91

Email Address* Country* Town or City*

India

☒ Retain my details for the next visit.
☐ Enrol me in the SpiceClub Loyalty Program. I confirm that I'm over the age of 18. [Know more.](#)
☒ I prefer to receive future communication and newsletter from SpiceJet over text, WhatsApp or e-mail.
☐ I have a GST number (optional)

Passenger Information

Name should be as per Govt. approved photo ID.

Passenger 1

☐ I am flying as the primary passenger

Title* First and Middle Name* Last Name* SG Member ID / Mobile Number*

Mr +91

Special Assistance

Trip Summary

Convenience fee may apply

Delhi to Mumbai ₹ 3,699

Flight 5Q 340 Fri, 01 Nov 2024 18:30

Price Summary

1 Adult (SpiceSaver Fare)	₹ 2,958
CUTE Fee	₹ 65
RCS Fee	₹ 100
Passenger Service Fee	₹ 91
User Development Fee - Departure (UDF)	₹ 61

Payable Amount ₹ 3,699.00
(Incl. of taxes)

Continue

- II. Furthermore, the company has failed to comply with Clause 2 (e) of the CCPA Guidelines for Prevention and Regulation of Dark Patterns, 2023 which defines 'Dark patterns' as deceptive practices or design patterns in user interfaces or user experience interactions that are specifically intended to mislead or trick users into doing something they did not intend or want to do, thus impairing consumer autonomy, decision-making, or choice. Such practices amount to misleading advertisements, unfair trade practices, and violations of consumer rights.

Conclusion of the DG findings:

- I. Even though the company claims that it has implemented the necessary changes in its reply, it was found that the company still continues to engage

in deceptive practices by automatically making decisions on behalf of consumers regarding the receipt of future communications via text, WhatsApp, or email, thereby, indulging in the potential violation of Section 2 (28) & Section 2 (47) of the Consumer Protection Act, 2019, as well as Sub-rule 3 of Rule 4 of the Consumer Protection (E- commerce) Rules, 2020.

- II. The company has also failed to comply with Clause 2 (e) of the CCPA Guidelines for Prevention and Regulation of Dark Patterns, 2023, as it continued the practice of pre-tick boxes for receiving communications, thus manipulating consumers into consenting without their explicit, informed choice on their e-commerce platform.

7. The report of the Director General (Investigation) was shared with the opposite party via email dated 20th March, 2025, for their comments within 15 days. The opposite party submitted its written response dated 4th February, 2026 stating that

- (i) SpiceJet Limited is a listed company incorporated and registered under the laws of India, headquartered in Gurugram, Haryana. The company is a low-cost airline and offers passenger and cargo services and is one of the largest taxpayers in Haryana.
- (ii) SpiceJet has been a key player in India's aviation sector, contributing substantially to the nation's connectivity and economic growth. At the peak of our operation prior to COVID-19 we were operating over 600 flights a day with a fleet of over 100 Boeing and Q400 aircraft. For over 20 years, we have flown 200 million passengers, pioneering the concept of affordable air travel while maintaining an industry-leading Passenger Load Factor of over 90% for seven consecutive years. We have been pioneers of regional connectivity in India connecting many smaller towns with urban India.
- (iii) SpiceJet has been a formidable airline over the past many years, however, owing to various black swan events in the past including grounding of its Boeing 737 Max fleet due to manufacturing problem followed by Covid-19 related events; it had to sustain financial stress due to reduced flying fleet and grounding of aircraft.

- (iv) Despite these accomplishments, the airline has encountered significant and unexpected challenges, including the grounding of Boeing 737 Max aircraft in 2019, the devastating impact of the COVID-19 pandemic, and the sharp rise in fuel prices during the Russia-Ukraine war in 2022.
- (v) During the pandemic, while many companies resorted to mass layoffs to cut costs, SpiceJet stood by its employees and did not implement staff retrenchments, despite the grim business outlook caused by the global spread of COVID-19.
- (vi) In these challenging times, we demonstrated resilience and adaptability by quickly shifting to cargo operations, playing a critical role in supporting the nation. SpiceJet helped transport a wide range of materials, including ventilators, vaccines, and COVID-19 relief supplies. We were instrumental in moving over 8,890 tonnes of essential medical supplies, including 4 million doses of the COVID-19 vaccine on the very first day of distribution. Additionally, we facilitated the delivery of vital cancer medications across the country. Under the Krishi Udan scheme, we supported Indian farmers by transporting shrimp seeds and agricultural produce, ensuring food security and maintaining supply chain continuity.
- (vii) As per the requirement of Government of India, the airline helped repatriate more than 500,000 individuals, including Indian citizens and foreign nationals during this difficult period, demonstrating our unwavering commitment to the nation.
- (viii) The Government of India had acknowledged the challenges faced by the aviation industry and provided support to the industry through the emergency credit through the ECLGS scheme.
- (ix) It is submitted that our company is a 100% complaint company of all laws, bylaws, regulations, orders and circulars, issued by Govt. of India, State Governments and all other authorities.
- (x) It is submitted that M/s. SpiceJet Limited is a consumer-friendly airline and handles all its consumer related affairs and complaints professionally, diligently and strictly as per the terms of carriage as well as sections, provisions and stipulations contained in the Consumer Protection Act.
- (xi) It is submitted that M/s. SpiceJet Limited has a consumer - friendly website and provides clear, effective and seamless services to public at large in

India as well as abroad. It is submitted that there is/are no content(s) in the said website, which are unclear or vague or can not be understood by its users. There is nothing in the said website, which takes the implied consent of the user or which amounts to unfair trade practices.

- (xii) It is further submitted that the customer services department of M/s. SpiceJet Limited is one of the best customer relations- department, which provides quick, effective and satisfactory resolution to the consumer complaints and grievances. This fact stands proved by various appreciations, commendations, awards and accolades, given to the customer relations department of M/s. SpiceJet Limited by the concerned organizations including DGCA.
- (xiii) That pursuant to a complaint, received by us, we noted the concerns contained therein and incorporated the necessary changes in our website.
- (xiv) That while reiterating that we have always been a consumer - friendly airline and have never indulged in any unfair trade practices or deficient services, we assure your good offices that in future, we shall be more vigilant, clear and transparent in our approach towards and we shall quickly and promptly redress the customer grievances and complaints.

8. By Considering the response dated 4th February, 2026, the opposite party was provided an opportunity for a hearing as per section 21(8) of the Act on 19th March, 2026, through video conferencing mode to further substantiate their response in the above-stated matter.

9. During hearing, Mr. Jasbir Chaudhary, appeared on behalf of the opposite party and submitted that the loyalty program is not intended for any monetary benefit. It operates on a system where customers earn points, which can be utilised while booking tickets. The representative further stated that upon receipt of the notice, necessary changes were made to the website in accordance with the directions of the Authority. The Authority, however, sought clarification regarding the earlier option provided on the website stating "I prefer to receive future communication and newsletters from SpiceJet via text, WhatsApp, or email", which had been pre-selected. The Authority observed that such a mechanism also amounts to an unfair trade practice and should not be pre-ticked.

In response, the representative submitted that the same was a technical error, which has now been rectified, and that the website is presently functioning properly. The Authority thereafter directed the opposite party to submit an undertaking to the CCPA confirming that the said changes have been implemented, that they are permanent in nature, and that the issue had occurred due to a technical error.

10. Further, pursuant to the directions issued during the hearing held on 19.03.2026, the opposite party submitted a communication dated 20.03.2026, wherein it furnished an undertaking along with a screenshot of the relevant section of its website. In the said submission, the opposite party confirmed that all necessary modifications and corrective measures, as advised by the Authority, have been duly incorporated and fully implemented on its website, and requested that the same be taken on record. The webpage image furnished by the company is given below for easy reference.

SpiceJet Login | Signup

Flights Passengers Add-ons Payment

Contact Details
Flight related information will be sent to the submitted email address/contact number.

Title* First and Middle Name* Last Name* Contact Number*

Mr [] [] +91 []

Email Address* Country* Town or City

India []

☒ I accept cookies to continue using this website for a smoother experience.
☐ Enrol me in the SpiceClub Loyalty Program. I confirm that I'm over the age of 18. [Know more.](#)
☐ By selecting, you consent to the processing of your and your child(ren)'s personal information, agree to SpiceJet's Privacy Policy, acknowledge the Terms & Conditions if you are an EU resident, and opt to receive future communications via call, text, WhatsApp, or email.
☐ I have a GST number (optional)

Trip Summary
Convenience fee may apply

Delhi → Ahmedabad ₹ 6,486
Flight 60163 Wed, 05 May 2026 21:10

Price Summary

1 Adult (SpiceSaver Fare)	₹ 5,222
CUTE Fee	₹ 86
RCS Fee	₹ 100
Airline Fuel Charge	₹ 399
User Development Fee - Departure (UDF)	₹ 152

Payable Amount ₹ 6,486.00
(Incl. of taxes) Earn 208 [SpiceMiles](#) Points

Continue

Passenger Information

11. It is important to note that Section 2(47) of the Consumer Protection Act, 2019 defines "unfair trade practice" as-

"(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:..

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

12. The abovementioned provision uses the expression “including”, thereby making it clear that the categories listed therein are illustrative and not exhaustive in nature. Therefore, any unfair method or unfair or deceptive practice which has the effect of impairing consumer choice, influencing consumer decision-making through unfair means, or inducing consumers into unintended transactions would fall within the definition of “unfair trade practice” under the Act.

13. In the present case, the impugned interface design was intended to secure enrolment into the loyalty programme and consent for future communications without requiring consumers to take an active and informed decision. Such conduct impaired consumer autonomy and amounted to an unfair and deceptive method of obtaining consent. Accordingly, the practice adopted by the opposite party falls within the scope of an unfair trade practice under Section 2(47) of the Consumer Protection Act, 2019.

14. CCPA further notes that Section 2(47)(f) specifically recognizes as an unfair trade practice any false or misleading representation concerning the need for, or usefulness of, any goods or services. In the present case, the opposite party, through the use of pre-ticked checkboxes for enrolment in the SpiceClub Loyalty Program and for receiving promotional communications, created a misleading impression that consumers had consciously opted for such services and communications. By presuming consumer consent through default selections rather than obtaining explicit and affirmative consent, the opposite party conveyed a false representation regarding the consumer's willingness to avail such services. The design of the interface was capable of inducing consumers to become enrolled in the loyalty programme or subscribe to promotional communications without making an informed and deliberate choice. Such practice not only impaired consumer autonomy and decision-making but also promoted the use of the opposite party's services through deceptive means.

15. It is important to note that Section 2(46) of the Consumer Protection Act, 2019 defines “unfair contract” as-

"(46)"unfair contract" means a contract between a manufacturer or trader or service provider on one hand, and a consumer on the other, having such terms which cause significant change in the rights of such consumer, including the following, namely....

(vi) imposing on the consumer any unreasonable charge, obligation or condition which puts such consumer to disadvantage."

16. Accordingly, the use of pre-ticked consent mechanisms by the opposite party amounted to imposition of an unreasonable condition upon consumers which altered their rights and obligations without explicit consent and placed them at a disadvantage. The impugned practice therefore attracts the provisions relating to unfair contracts under Section 2(46)(vi) of the Consumer Protection Act, 2019.

17. Section- 2 (28) of the Act defines "*misleading advertisement*". Definition is reproduced below for ready reference:-

(28) "misleading advertisement" in relation to any product or service, means an advertisement, which-

- i. falsely describes such product or service; or*
- ii. 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*
- iii. 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*
- iv. deliberately conceals important information;*

As mentioned above, definition of "misleading advertisement" include any advertisement which conveys an express or implied representation that would constitute an unfair trade practice if made by the manufacturer, seller or service provider. The impugned booking interface was designed to promote enrolment in the SpiceClub Loyalty Program and subscription to promotional communications. By presenting pre-ticked checkboxes for such enrolment and communications, the interface conveyed an implied representation that consumers had chosen or intended to avail such services, despite no explicit or affirmative action having been taken by them. Since such representation was achieved through a deceptive interface design that impaired consumer choice and amounted to an unfair trade practice, the

impugned interface also falls within the ambit of a misleading advertisement under Section 2(28)(iii) of the Consumer Protection Act, 2019.

18. The Consumer Protection (E-Commerce) Rules, 2020 have been framed under the Consumer Protection Act, 2019 with the objective of ensuring transparency, fairness and protection of consumer rights in digital and online marketplaces. The said Rules impose statutory obligations upon e-commerce entities to refrain from adopting an unfair trade practices and to ensure that consumer consent for purchase decisions is obtained through explicit, informed and affirmative action. CCPA notes that by automatically enrolling consumers into the loyalty programme and subscribing them to receive communications through pre-selected interface choices, the opposite party adopted a design practice which impaired consumer choice and obtained consent through default settings rather than informed decision-making.

19. CCPA also observes that Rule 4(9) of the Consumer Protection (E-Commerce) Rules, 2020 mandates that consent for purchase of goods or services must be obtained through explicit and affirmative action and that such consent shall not be recorded automatically, including in the form of pre-ticked checkboxes. The use of pre-selected enrolment options by the opposite party is therefore directly contrary to the requirements embodied under the said Rule.

20. It is important to note that prior to issuance of the Guidelines for Prevention and Regulation of Dark Patterns, 2023, the Department of Consumer Affairs and CCPA undertook detailed consultations with e-commerce entities, digital platforms, industry associations, consumer organisations, legal experts and technology companies to ensure transparency, clarity and industry-wide awareness regarding prohibited manipulative interface practices.

21. Annexure 1 to the Guidelines for Prevention and Regulation of Dark Patterns, 2023 lists the specified dark patterns which are prohibited under the said Guidelines, one of them is a "Trick Question". The definition of "Trick Question" is reproduced below for ready reference:-

(11) "Trick Question" means the deliberate use of confusing or vague language like confusing wording, double negatives, or other similar tricks, in order to misguide or misdirect a user from taking desired action or leading consumer to take a specific response or action

In the present case, use of a negatively framed statement such as "I prefer not to receive future communication..." required consumers to process a double-layered choice structure, increasing the likelihood of confusion regarding the consequence of selection or non-selection. Such wordings are capable of misdirecting consumers from their intended choice and therefore exhibits characteristics of a Trick Question.

22. Annexure 1 to the Guidelines for Prevention and Regulation of Dark Patterns, 2023 lists the specified dark patterns prohibited under the said Guidelines, one of which is "Forced Action". The definition of "Forced Action" is reproduced below for ready reference:-

(4) "Forced action" mean forcing a user into taking an action that would require the user to buy any additional goods or subscribe or sign up for an unrelated service or share personal information in order to buy or subscribe to the product or service originally intended by the user.

Opposite party's interface was designed in a manner whereby consumers were automatically enrolled into the SpiceClub Loyalty Program unless they actively deselected the pre-ticked checkbox. Such design imposed an additional burden upon consumers to opt out of a service they had not consciously chosen, thereby nudging consumers towards a commercially beneficial outcome for the opposite party.

23. Annexure 1 to the Guidelines for Prevention and Regulation of Dark Patterns, 2023 lists the specified dark patterns prohibited under the said Guidelines, one of which is "Interface Interference". The definition of "Interface Interference" is reproduced below for ready reference:-

"Interface interference" means a design element that manipulates the user interface in ways that (a) highlights certain specific information; and (b) obscures other relevant

information relative to the other information; to misdirect a user from taking an action as desired.

In the present case, the opposite party designed its interface in a manner that favoured enrolment into the SpiceClub Loyalty Program and subscription to promotional communications through pre-selected options. By enforcing the company's preferred outcome as the default choice and requiring consumers to actively deselect such options, the interface highlighted one course of action while obscuring an equally neutral choice.

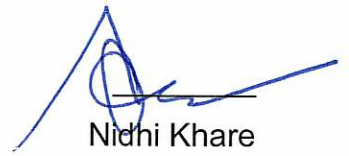
24. Accordingly, CCPA found that the impugned renewal interface deployed by the opposite party constituted multiple dark patterns prohibited under the Guidelines for Prevention and Regulation of Dark Patterns, 2023, including "Trick Question", "Interface Interference" and "Forced Action", resulting in unfair trade practices, misleading representations and impairment of consumer choice and informed decision-making.

25. The CCPA after carefully considering the written submissions, the submissions made by the opposite party during the hearings and the investigation report submitted by Director General (Investigation) finds that the opposite party has violated the following provisions of the Consumer Protection Act 2019:-

- a. Section 2(28)- Misleading advertisement
- b. Section 2(47)- Unfair Trade Practice
- c. Section 2(46)- Unfair Contract
- d. The Consumer Protection (E-Commerce) Rules, 2020
- e. Guidelines for Prevention and Regulation of Dark Patterns, 2023

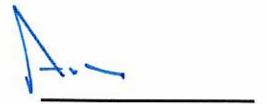
26. The CCPA has carefully considered the written submissions as well as submissions made by the opposite party during the hearings and investigation reports submitted by the Director General (Investigation) and hereby issues the following direction to the opposite party under of the Consumer Protection Act, 2019:

- a) The opposite party shall ensure that the modifications and corrective measures undertaken, as confirmed through its undertaking, are maintained on a continuous basis and are not reverted in future.
- b) The opposite party shall remain compliant with the provisions of the Consumer Protection Act, 2019, the Consumer Protection (E-commerce) Rules, 2020, and the CCPA Guidelines for Prevention and Regulation of Dark Patterns, 2023 at all times.
- c) In light of the nature of the violations detailed in the foregoing paragraphs, it is necessary (as discussed in above paras) that the opposite party is directed to pay a penalty of ₹1,00,000/-.
- d) Submit a compliance report of the directions (a) to (c) above within 15 days of receipt of the Order.



Nidhi Khare

(Chief Commissioner)



Anupam Mishra

(Commissioner)