PROTECTION OF CONSUMERS OF EDUCATION: A CRITICAL ANALYSIS

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ABSTRACT

The landscape of Indian education has transformed owing to rapid expansion in the network of educational institutions. It has witnessed expeditious privatization with rampant consumerism revolving around students. India's new consumer protection regime came into effect in July 2020 with the objective of providing increased protection to consumers. However, the scope of this protection is not extended to the education sphere. The absence of an explicit mention of education as a service under the Consumer Protection Act, 1986 had led to a plethora of contradicting judgements by the Apex Court. Correspondingly, the new regime fails to address this grey-area in law. Recently, in the case of Manu Solanki v. *Vinayaka Mission University, the National Consumer Dispute Resolution Commission passed a deadlock breaking judgement. While distinguishing coaching centers from all other regular educational institutions, it held that educational institutions like colleges and universities do not provide 'services', and hence, students do not qualify as consumers. This article aims to critically evaluate the viability of this judgement by way of analyzing the propriety in exclusion of education from the definition of 'service' in the Consumer Protection Act, 2019. Additionally, the authors will compare the existing stance of students as consumers in international fora.*

I. INTRODUCTION

With the changing concept of education in the country, the Indian education system has significantly evolved in order to adapt. Education, once compared to a charitable activity[1], is now one of the major service sectors in the country. Owing to rising awareness regarding the significance of education, rapid growth in both the formal education sector and informal education sector viz. coaching centers, vocational institutions, and

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[1] Unni Krishnan. v. State of Andhra Pradesh, 1993 AIR 2178.

pre-school, has been noted.[2] This development seeks necessary regulation of the sector, even in the province of consumer protection. The Consumer Protection Act, 1986 ("**COPRA, 1986**") lacked the mention of the term 'education' in the definition of 'service', leading to diverging views being taken by courts with regard to the applicability of CPA, 1986 to educational activities. India's recent consumer protection regime – Consumer Protection Act, 2019 ("**COPRA, 2019**") - was drafted to accommodate the changing realm of commerce in order to attain the objective of the legislature to its fullest. However, even the new regime failed to explicitly include 'education' within 'services'.

The Apex Court in 2012, in the case of *P.T. Koshy* v. *Ellen Charitable Trust*[3], passed a short order excluding education from the purview of COPRA, 1986 on the sole reason of education not being a commodity. It relied on *Maharshi Dayanand University* v. *Surjeet Kaur*[4] for the reasoning provided. In 2015, the Apex Court, in *P. Sreenivasulu.* v. *P. J. Alexander*[5] passed a contradicting judgement and held that educational activities were included within the definition of service and for this purpose relied on *Buddhist Mission Dental College & Hospital* v. *Bhupesh Khurana.*[6] In a recent case of *Manu Solanki* v. *Vinayaka Mission University* ("**Manu Solanki case**"),[7] the National Consumer Dispute Resolution Commission ("**NCDRC**") held that education did not qualify as a service under COPRA, 1986. Several judgements of the Supreme Court were analyzed to arrive at this deadlock breaking judgement. The Supreme Court has admitted the appeal filed by the complainant in the case and will decide if students qualify as consumers and if education is a service.[8]

The paper aims to analyze those Supreme Court decisions that involved the interpretation of the definition of 'service' and excluded education

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[2] Indian Brand Equity Foundation, *Education Sector in India,* available at https://www.ibef.org/download/education-report-291012.pdf, last seen on 15/11/2020.
[3] P. T. Koshy v. Ellen Charitable Trust, 2010 (3) CPC 615 (SC).
[4] Maharshi Dayanand University v. Surjeet Kaur, 2010 (11) SCC 159.
[5] P. Sreenivasulu v. P. J. Alexander, Civil Appeal Nos. 7003-7004/2015 (SC).
[6] Buddhist Mission Dental College & Hospital v. Bhupesh Khurana, (2009) 4 SCC 473.
[7] Manu Solanki v. Vinayaka Mission University, 2020 SCC OnLine NCDRC 7.
[8] PTI, *SC to examine if educational institutions, varsities fall under consumer law,* The Hindu (21/05/2020), available at https://www.thehindu.com/news/national/sc-to-examine-if-educational-institutions-varsities-fall-under-consumer-law/article32907722.ece, last seen on 15/11/2020.

from its purview. Further, counter-arguments shall be provided in order to establish the correctness in including education within the purview of COPRA, 2019. By doing so, the paper aims to test the aptness of the judgement in the *Manu Solanki*[9] case. Further, the paper provides a study of the legal stance with regard to education as a service in the international fora in order to strengthen the argument.

II. INCLUSION OF EDUCATION UNDER CONSUMER PROTECTION

The Apex Court has in several of its judgements decided on the exclusion of educational activities from consumer protection. While doing so, it relied on different arguments that have been countered below in order to illustrate the inclusivity of education within the scope of COPRA, 2019.

1. Definition of 'Service'

For the purposes of CPA, 2019, 'service' means

> service of any description which is made available to potential users and includes, but not limited to, the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, telecom, boarding or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service.[10]

1.1 Inclusion Clause

The definition can be viewed in three major parts, namely, the main part, the inclusion clause, and the exclusion clause.[11] The divergent views in question are a result of 'education' not being explicitly mentioned in the inclusion cause of the definition. However, it is pertinent to note that the definition is illustrative and not exhaustive. The mere lack of mention in the inclusion clause does not result in educational activities falling within the subsequent exclusion clause. Additionally, the usage of terms 'any' and 'potential' in the main part of the definition signifies the wide scope of the

[9] Supra 7.
[10] S. 2 (42), Consumer Protection Act, 2019.
[11] Lucknow Development Authority v. M.K. Gupta, 1994 SCC (1) 243.

definition. While 'any' might mean all or some or every, 'potential' covers all users capable of using a service in addition to existing users.[12] Hence, educational activities, fulfilling the requisites of a service i.e., provided in exchange for a consideration, fall within the main part of the definition, even in the case of it being absent in the inclusionary clause of the definition.

1.2 Exclusion Clause

The Supreme Court in *Bihar School Examination Board* v. *Suresh Prasad Sinha*[13] ("**Bihar School Examination Board**") stated that the examination fee is a payment for availing the privilege of participating in examinations and not a consideration for any service provided by the educational institute. Hence, it places educational activities in the exclusion clause of the definition owing to the absence of consideration. Nonetheless, the court acknowledges that a deficiency may occur when carrying on activities in relation to examinations but states that such deficiencies solely would not mean that the Board is a 'service-provider'. The court, however, does not provide any reasoning for this conclusion. Also, the court did not take into account an earlier judgement of the court in the case of *Buddhist Mission Dental College,*[14] where the court, while upholding NCDRC's judgment, had observed that-

> Imparting of education by an educational institution for consideration falls within the ambit of 'service' as defined in the Consumer Protection Act. Fees are paid for services to be rendered by way of imparting education by the educational institutions. If there is no rendering of service, question of payment of fee would not arise.

The mere treatment of fees as payment to avail certain privileges does not disqualify it from being a consideration for the service provided by the educational institutions to its students. In addition to availing participation in an examination, the fee paid by students is a consideration for the service of assessing answer-sheets, furnishing scoresheets, etc. For instance, the payment of re-evaluation fee by students is a consideration paid to the

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[12] Ibid.

[13] Bihar School Examination Board v. Suresh Prasad Sinha, (2009) 8 SCC 483.

[14] Supra 6.

educational institute in return for their service of re-assessing answer-sheets. Additionally, the fees paid for various other facilities provided by an educational institution like library fees, hostel fees, etc., are also a consideration for the service provided in the form of infrastructure, hosting of extra-curricular activities, residential facilities, etc. Hence, placing education in the exclusion clause of the definition is the result of wrongly deducing the disqualification of fees as consideration.

2. Non-Applicability to Statutory Bodies

In addition to the finding of the Supreme Court with respect to fees as consideration, another major holding of the court in the *Bihar School Examination Board* case was exempting statutory bodies from the purview of COPRA, 1986. The Board is said to be only discharging its statutory function and not providing any service.[15] The same finding has been relied on by the court in *Maharshi Dayanand University*[16] case. Since no explicit provision in COPRA, 1986 and COPRA, 2019 exempts statutory bodies from the scope of the Act, this conclusion appears erroneous. The Supreme Court in *Lucknow Development Authority* case,[17] rightly observed that *"in the absence of any indication, express or implied there is no reason to hold that authorities created by statute are beyond the purview of the Act"*. The Supreme Court found this observation to be unfitting to the facts of the *Bihar School Examination Board* case for the sole reason that they dealt with different industries– while the former dealt with housing construction, the latter dealt with education. Although a difference in facts existed, the observation made in the *Lucknow Development Authority* case was with regard to the distinction between private and statutory bodies under CPA, 1986 generally, which stands relevant irrespective of the industry in deliberation in the case.

The exclusion of statutory bodies is tackled as a larger issue taking into consideration all public authorities under various enactments. The objective of COPRA, 2019 is the protection of consumers against services

[15] Supra 11.
[16] Supra 4.
[17] Supra 11.

provided by both private and statutory bodies. It is important to analyze the nature of the function performed to determine if it is a service and not if the body against whom a complaint is filed is a private or a statutory body. Excluding statutory bodies and the services provided by them from the provisions of COPRA, 2019 would mean to go against the spirit of the Act itself.[18]

3. Legislative Intent

In the case of *Bihar School Examination Board,*[19] the court was of the view that the objective of the Act is to cover commercial activities and that it did not intend to cover the discharge of statutory functions (relating to the conduct of examinations). It is reasonable to foresee the probable argument of the absence of legislative intent in including education in the definition of service owing to the fact that the newly drafted COPRA, 2019 fails to include the term even though there exists a gray area. However, the absence of a positive mention of the term cannot be equated to its exclusion. The rule of *expressio unius est exclusio alterius,* which literally translates to 'express mention of one thing implies exclusion of another', is regarded as a valuable servant but a dangerous master to follow in the construction of statutes and documents. The rule does not have a universal application and may be limitedly applied only when it does not lead to inconsistency or injustice. In the case of a statute revealing that the legislators did not clearly intend that the express mention of one operates to exclude all others, this rule ought not to be applied.[20]

The definition of 'service' has been discussed earlier and the wide scope of it has been established. There exists no conclusive evidence to prove the legislative intent of excluding education from the purview of COPRA, 2019. It is the objective of the Act to protect the interests of consumers[21] and the phrase 'includes, but not limited to' in the definition of service may be accrued as a way to keep the option of expansion of such protection to various sectors and consumers open. With the changing notion of

[18] Ibid.
[19] Supra 12.
[20] Union of India v. B. C. Nawn, (1972) 84 ITR 526 Cal.
[21] Supra 10, Preamble.

education in the country and the exposure of risk to student consumers, as identified in cases, in the form of deficient services, it is appropriate to include education in the ambit of CPA, 2019 as it fulfils all essentials of a service.

4. Non-commercialized Activity

Another argument resorted to by the courts to exclude education from the definition of service is that education in India lacks the feature of commercialism. Courts have opined that education has never taken the shape of commerce in the country and cannot be treated as a trade or business. Imparting education has always been a religious duty and a charitable activity in the country,[22] thereby, leading to exclusion of students from the definition of consumers even if they pay fees.

The view taken by courts can safely be said to be obsolete considering the eminent advertising of educational institutions in order to sell a seat to students who are treated no differently than consumers. Nonetheless, the definition of service under COPRA, 2019 does not require a profit-making motive as an essential for any activity to fall within the scope of the definition but only excludes service rendered free of charge. However, presence of consideration i.e., imparting of education for a fee has already been established. The absence of a profit-making motive is no bar to education being an industry. Even the contention that "*education is a mission or a vocation*" and not a commercial enterprise, does not rule out the possibility of it being classified as an industry if it possesses industrial attributes.[23]

The education industry has been going through rapid strides of commercialization, especially, as a result of privatization. The emphasis on education has led to increased students opting for higher education in the country, and this need is majorly catered to by private institutions in the country. Increased autonomy given to private institutions has led to issues

[22] Supra 1.
[23] Bangalore Water Supply & Sewerage Board v. A. Rajappa, (1978) 2 SCC 213.

such as higher fee structure, capitation fee, false representation, etc.[24] Courts have addressed the issue of false claims of affiliation to universities and have held such an act of misrepresentation to fall within the ambit of COPRA, 1986, amounting to 'deficiency in service'; and in such a case, students have been given protection against the services rendered by educational institutions.[25]

In the *Manu Solanki* case,[26] the most recent ruling in relation to education as a service, the NCDRC relied on all the above arguments (which have been countered) and cases in order to reason the exclusion of education institutions and their activities from the consumer protection regime. Another major finding of the Commission in the case was the distinction between educational institutions like schools and colleges and coaching centers. Coaching centers are excluded from the definition of educational institutions on the ground of non-provision of degree or diploma, thus, placing them within the scope of COPRA, 2019. Additionally, the learned counsel also contended that coaching centers, unlike regular schools, did not impart real knowledge and that they functioned with a profit-making motive, expanding through the franchise route. However, as stated above, educational institutions have also emerged as commercial enterprises, taking the franchise route, similar to that of coaching centers.

III. STUDENTS AS CONSUMERS IN THE INTERNATIONAL FORA

The treatment of education in foreign countries will help in understanding the characteristics of the activity in detail in order to determine if the inclusivity of education under COPRA, 2019 is logically sound. In an attempt to do so, the authors have discussed below the position of educational institutions under consumer law in the United Kingdom ("**UK**"), the United States of America ("**USA**"), and Australia.

1. United Kingdom

[24] N. Rathee & S. Thakran, *Commercialization of Education in India*, 2 International Journal of Multidisciplinary Research and Development (2015).
[25] Dr. Alexander Education Foundation v. Union of India, 2009 SCC Online Del 2178.
[26] Supra 7.

In the UK, the recently enacted Consumer Rights Act, 2015,[27] encompasses the rights of UK consumers, including the rights of university students. The Act construes students accessing education as purchasing a service, and are recognized in law as 'consumers', implying that students should receive the same protection as any other consumer buying goods and services. This Act rightly interprets the hybrid relationship of students and educational universities, as it espouses the principles of both private law and public law. The existence of the said relationship was first discerned by the Court of Appeal in *Clark* v. *University of Lincolnshire and Humberside,*[28] which dealt with the matter of regulation of education.

Universities providing Higher Education in the UK have to comply with the consumer protection law and meet certain standards set by the Competition and Markets Authority ("**CMA**").[29] CMA aids in advising higher education and further education institutions, with respect to their responsibilities under consumer law. CMA lays emphasis on the education sector's need to provide clear and transparent information that helps students to make informed decisions about where to study and stresses on having a fair and balanced terms and conditions that provide a clear contractual relationship between a student and their university, and robust, accessible and clear complaint handling process that allows students to hold universities accountable.

CMA published a guide for UK higher education providers, giving advice on consumer protection law, clarifying what universities should do in core areas such as information provision to current and prospective students, terms and conditions, and complaint processes and practices.[30] In the CMA's view, the time and investment that students commit to their studies are quite substantial, and thus should be safeguarded from any kind of potential disruption, since students are in a weaker position than the

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[27] Consumer Rights Act, 2015 (United Kingdom).
[28] Clark v. University of Lincolnshire and Humberside, [2000] 3 All ER 752.
[29] *Consumer Protection: Detailed Information*, Government of United Kingdom, available at https://www.gov.uk/topic/competition/consumer-protection, last seen on 14/12/2020.
[30] *Undergraduate Students: Your Rights under Consumer Law*, Competition & Markets Authority, available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/415732/Undergraduate_students_-_your_rights_under_consumer_law.pdf, last seen on 15/11/2020.

universities. The authority ensures that these universities achieve the required standard, in order to provide students with the best of facilities. Alongside the 2015 legislation, the CMA guidance system encompasses certain primary consumer rights legislations, mentioned as follows:

1. Consumer Protection from Unfair Trading Regulations, 2008[31] ("**CPRS**"): In brief, this statute prevents the usage of unfair commercial practices towards consumers and applies from before a student has accepted an offer through to enrolment.

2. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, 2013[32] ("**CCRs**"): Broadly, the legislation requires universities to give students access to specific information and details before the contractual relationship is formed and to inform students of their cancellation rights if the contract is made off-premises.

3. CRA, 2015[33]: This Act is the latest addition to the regime of consumer protection. The Act facilitates a student to demand 'repeat performance' as a remedy if a contract is not being formulated with 'reasonable care and skill'. The agreement is taken to incorporate anything said to the consumer by, or in the interest of, the service provider which impacts the consumer's choice to go into the agreement. The CMA may take compliance activity against a supplier and is additionally dedicated to working with the area to improve practice. In England, compliance is presently a state of admittance to public assets and will be a necessity for section onto the higher education register under the Office for Students ("**OfS**"). These progressions occur with regards to the Higher Education and Research Bill that will support the passage of new providers and competition between institutions.

In the UK, students accessing higher education are considered as consumers availing service, i.e., education. Whereas, in India, the NCDRC

[31] Consumer Protection from Unfair Trading Regulations, 2008.
[32] Consumer Contracts (Information, Cancellation and Additional Charges) Regulations, 2013.
[33] Supra 27.

held that students do not qualify as consumers and hence students won't be protected under the consumer law. In addition to considering students as consumers, the UK's consumer protection framework is also extremely systematic and detailed leaving close to no room for universities to infringe upon the student's consumer rights. Their system is extremely well-equipped, primarily focusing on student welfare. The CMA regime is extremely efficient as it lays out information about all the higher education universities that help students in making an informed decision about their potential educational prospects. In India, owing to the advent of so many private universities it becomes imperative to adopt a similar system, in order to safeguard student's careers.

2. Australia

In Australia, the Australian Consumer Law ("**ACL**")[34] is a uniform legislation for consumer protection applying to the Commonwealth of Australia and is a law operational in all the states and territories. ACL can be found in the 2nd Schedule of the Competition and Consumer Act, 2010. It is a fairly new legislation, which replaced around 20 distinct legislations around the consumer law fora. Over time, Australia's higher education system has transformed itself into a culture of consumerism with the student at the center as the consumer[35] seeking redressal. Therefore, the current legislation defines consumers broadly as *"a person to whom goods or services are or may be supplied by participants in the industry*".[36]

The Australian legal and judicial framework has recognized some consumer protection rights do accrue to the students. The relationship between the student and Higher Education Institutions ("**HEI**") is multifaceted, overlaid by the principles of common law and under the statute. Additionally, the Unfair Contract Terms ("**UCT**") regime in the ACL protects students in the context of education from unfair terms in a contract, such as the plan and conveyance of an educational course, distinct from promotional activities. The provisions of UCT will be referred to if

[34] Australian Consumer Law, Schedule 2, Competition and Consumer Act, 2010.
[35] Stephen Corones, *Consumer Guarantees and the Supply of Educational Services by Higher Education Providers,* University of New South Wales Law Journal (2012).
[36] S. 3, Schedule 2, Competition and Consumer Act, 2010.

the services come under the scope of 'trade and commerce',[37] as defined in the ACL, it contains a new extended definition of 'trade or commerce'. The definition includes any 'business activity' or any 'professional activity' whether or not for profit. The words 'any professional activity' arguably impact the application of the ACL to providers of educational service. In the case of *Shahid* v. *Australasian College of Dermatologists,*[38] it was held that the activities of associations of professionals such as colleges were not excluded from the expression 'any professional activity'. According to the Australian framework, various educational activities that make up the supply of educational services will be characterized as carrying on a profession and will thus fall under the extended meaning of trade and commerce under the ACL.

The ACL is administered by the Australian Competition and Consumer Commission ("**ACCC**") and state and territory consumer protection agencies, and is enforced by all Australian courts and tribunals, including the courts and tribunals of the states and territories.

There is a stark difference between the Australian and Indian consumer law framework. In addition to Australia being one of the nations that extended consumer protection to its students, it also has a robust framework of laws under the UCT regime which further empowers the protection regime for students. Under the ACL, it categorically mentions 'service' under the scope of 'trade and commerce,' which is defined as a 'business activity' or any 'professional activity' whether or not for profit.

On the contrary, in India, courts have stood their ground that education does not fall under the ambit of a commercial/profit-making activity, in spite of the ever-growing privatization in the sector. India follows an era old school of thought that considers education and the imparting of education as a religious and godly act close to charity.

3. United States of America

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[37] Ibid., S.2, Schedule 2.

[38] Shahid v. Australasian College of Dermatologists, (2008) 248 ALR 267.

Since 1960, the legal relationship between students and educational institutions has been multidimensional in the USA. The relationships are often fiduciary, contractual or constitutional. These relationships take the form of rights either through the Constitution or by legitimizing students as consumers and granting them protection under the consumer law. The education sector heavily contributes to the country's GDP growth.[39] The Educational Industry in the USA is classified as a service and is classified under Code 61 in the North American Industry Classification System ("**NAICS**").[40] The Educational Services sector comprises establishments that impart training in a wide variety of subjects. This particular training is provided by specialized establishments, such as colleges, universities, and training centers. These establishments may be privately owned and operated for profit or not for profit, or they may be publicly owned and operated. Additionally, the 1962 Consumer Bill of Rights asserts that consumers have the right to consumer safety, information preventing fraud and deceit, informed choice, to choose from multiple alternative options and the right to complaint, to be heard and addressed. Provisions analogous to these rights are mentioned in the Higher Education Act of 1965.[41]

There are a number of federal laws that provide protection to students with respect to the current issues that hamper students in the country, like issues of student loans and debts. In lieu of that, the Federal Trade Commission ("**FTC**") is a body that administers a wide variety of consumer protection laws, alongside other federal agencies.[42] The objective of FTC is to afford consumers a deception free marketplace and maintain competition by preventing anticompetitive business practices. FTC has administrative as well as enforcement abilities under forty-six other statutes, thirty-seven of which relate to the FTC's consumer protection framework. In addition to

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[39] *Changing the lens: GDP from the industry viewpoint*, Deloitte., available at https://www2.deloitte.com/us/en/insights/economy/spotlight/economics-insights-analysis-07-2019.html, last seen on 15/11/2020.
[40] *Educational Services: NAICS 61*, U.S. Bureau Of Labor Statistics, available at https://www.bls.gov/iag/tgs/iag61.htm#:~:text=Workplace%20Trends-,About%20the%20Educational%20Services%20sector,a%20wide%20variety%20of%20subjects, last seen on 14/11/2020.
[41] Higher Education Act, 1965 (United States of America).
[42] S. 5 (a), Federal Trade Commission Act, 1914 (United States of America).

this, FTC is also the investigative and enforcement authority, it uncovers deception, unfair activities, or violation of any statute under which it has authority.[43] Upon completion of an investigation, if the FTC has a reason to believe that a violation exists, it may file a complaint at the Administrative Law Judge ("**ALJ**").

The USA educational sector comprises of establishments such as colleges, universities, and training centers that impart training in a variety of subjects. The USA's consumer protection regime adduces institutions which may be privately owned or publicly owned and operated for profit or non-profit as service providers, unlike in the Indian system wherein, only recently in the *Manu Solanki* case, a difference between regular educational institutions and coaching centers was drawn, and it was further held that coaching centers don't fall under the purview of educational institutions. The consumer protection mechanism of USA, although lacking centralization, provides in depth and variety of protection. Its strength lies in the array of governmental actors, formal legal rights, and remedies protecting consumers. Its weakness lies in the unequal reality of who has access to the government and the courts.

IV. CONCLUSION

The Indian education system, as discussed above, has been developing with time and the newly tabled National Education Policy 2020 is an indication of the same. With such introductions in the system, it is crucial that the stand with respect to educational activities such as the position of educational institutions within consumer law is crystal clear. It becomes extremely vital for the nation which is inching towards such a huge educational reform that the redressal system related to educational matters should be systematic, clear, and hassle free. This becomes even more vital when the Ministry of Education is trying to seek Ivy League institutions and other wealthy private institutions' establishments in the country.[44]

[43] *Brief Overview of the Federal Trade Commission's Investigative, Law Enforcement, and Rulemaking Authority,* Federal Trade Commission, available at https://www.ftc.gov/about-ftc/what-we-do/enforcement-authority, last seen on 15/11/2020.

[44] K. Sharma, *Ivy League curriculum to foreign faculty, Jio University's competitors also had it all*, The Print, available at https://theprint.in/india/governance/ivy-league-curriculum-to-

The authors have, by way of discussing various judicial pronouncements, determined the position of educational institutions under consumer law in the country. Evaluating legally and logically, the authors have attempted to substantially support the inclusivity of educational institutions within the definition of 'services' by countering the major arguments of the court – non-inclusion of 'education' in the definition of 'service', non-commercialization of education in India, exemption carved out for statutory bodies, and the lack of legislative intent. Countries like UK, USA, and Australia have laid emphasis on students' rights as consumers, which is clearly depicted in the laws of the countries respectively.

The privatization of the educational sector in the country requires such protection be given to student consumers in India as well, as the laws in these foreign countries are a proof to the fact that education is more than just a charitable activity and can be construed as a service. It is of utmost importance for educational activities, rendered by both private and statutory bodies to fall within the purview of consumer protection in order to guarantee effective justice, in terms of both cost and time, to students. The protection extended to student consumers must be in proportion to the emphasis laid on education in the country in order to prevent deterrence of students from education.

foreign-faculty-jio-universitys-competitors-also-had-it-all/116109/, last seen on 14/12/2020.