

**TECHNIQUES OF DECEPTIVE
ADVERTISEMENTS AND LAWS AND AGENCIES FOR
ADVERTISEMENT REGULATION IN INDIA**

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Abstract

Advertising is a form of marketing communication which has become an integral and important part of business today. Marketers are spending great amount of budget on marketing and major portion of it is spent on advertisements. In country like India, there is a huge market potential which provides lot of opportunities for marketers but at the same time marketers are facing challenges to break the clutter of advertising. Each seller is under endless pressure to make profit and to survive in this highly competitive market. In this process, many a times marketers deliberately lure the customers by such statements and assurance which cannot be accomplished and deceive the customers. Here they violate customer's elementary right of expecting factual and valid information from seller. As the objective of advertisement is not only to inform but also to persuade the customers, the responsibility of advertisers increases a lot. This article explores and explains the concept and objectives of advertisement, concept and techniques of deceptive advertisements, laws related to advertisement in India and agencies operating in India for regulation of advertisements.

Key Words: Advertisement, Deceptive advertising, Misleading, Regulation, persuade.

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1. Introduction:

Advertising is considered as the soul for any business. Doing business without advertising is like looking at the brighter area from the dark, only you can see the world, world cannot see you. In short, advertising is one of the oldest and most prevalent marketing communication tools available.

As per the definition, “Advertising is any **paid form** of **non-personal** presentation and promotion of product, service or idea by an **identified sponsor**.”

The objectives of advertising are

- To **inform** target audience about the company, brand, product features, what problems it can solve, where it would be available etc.
- To **persuade** target audience to buy a particular product by showing the superiority by comparative advertisement with the competitors.
- To **remind** the target audience who are already using/knowing about the product or a brand about the existence of the company and to convince them to continue their positive behavior towards the company.
- To **reinforce** the message that by selecting our brand you have made the right decision and it is still the best brand to satisfy your need.

2. Changing Scenario:

Competition has increased not only among companies in the same industry but also from companies in other industries. Over the years, advertising have undergone a transformation. To communicate with existing and potential customers, marketers are under endless pressure due to factors like increase in customer expectations, technology up gradation, a host of new media channels and most important burden of delivering more with less.

With the consumer emerging as the ultimate decider for the success of a product in the market, new trends have emerged. The marketer is now creating an opportunity to satisfy the customer through better service, quality products, and constant communication with potential customers. To remain competitive, the companies are now offering new customer services like interactive kiosks, web-sites, telephone help lines, mobitizements, write-in services etc. This has thrown up new opportunities and challenges for advertising.

So, advertising carries numerous responsibilities as it is one of the most vibrant tools in marketing communications and includes not only informing but also caters to persuasion.

Moreover for sustainable progress, it has become more vital for marketers to break the clutter by tempting customers with attractive offerings due to this cut throat competition. In the process, many marketers are making false claims and providing misleading, indecent, wrong information. Many companies are dishonest while using weapon called advertisement. As the message in the advertisement is totally in the control of the company, they, many a times, deceive customers by false content and over commitment. Deceptive or misleading or false advertising have become very normal and companies also think there is nothing wrong in doing it.

3. Deceptive Advertising: meaning

H.G. Wells once said that advertising is legalized lying. So what exactly “Deceptive or misleading or false advertising” is and how marketers engage them in it and what are legal provisions for it?

Definition: The Federal Trade Commission (FTC) officially defines deceptive advertising as "a representation, omission or practice that is likely to mislead the consumer" and "practices that have been found misleading or deceptive in specific cases include false oral or written representations, misleading price claims, sales of hazardous or systematically defective products or services without adequate disclosures, failure to disclose information regarding pyramid sales, use of bait and switch techniques, failure to perform promised services, and failure to meet warranty obligations."

Deceptive advertising, also known as false advertising, refers to a manufacturer's use of confusing, misleading, or blatantly untrue statements when promoting a product.

False advertising or deceptive advertising is the use of false or misleading statements in advertising, and misrepresentation of the product at hand, which may negatively affect many stakeholders specifically consumers. As advertising has the **potential to persuade** people into commercial transactions that they might otherwise avoid.

Customers have the right to know what they are buying, and that all necessary information should be made available to customer.

False advertising, in the most blatant of contexts, is illegal in most countries. However, advertisers still find ways to deceive consumers in ways that are legal, or technically illegal but unenforceable.

4. Deceptive advertising: Techniques

There are some techniques which are frequently used in such advertisements.

4.1 Hidden fees and surcharges

Service providers often tack on the fees and surcharges that are not disclosed to the customer in the advertised price. One of the most common is for activation of services such as mobile phones and credit cards, but is also common in broadband, telephony, gym memberships, and air travel. In most cases, the fees are hidden in fine print, though in a few cases they are so confused and obfuscated by ambiguous terminology that they are essentially undisclosed. Hidden fees are frequently used in airline and air travel advertising. In the case of automobiles, the price which is highlighted in India are “ex-showroom - Delhi “and extra charges may include taxes, registration fees, freight, pre-delivery inspection (PDI), licenses, insurance or other costs associated with getting a vehicle on the road.

As scenario is getting more and more competitive in E-commerce in India, online sellers are also getting into these practices. They attract customers with the lower prices and when customers are about to give order, they will highlight shipping/delivery charges which are not mentioned earlier anywhere. In fact, the shipping charges enable them to make a profit as they are under pressure to keep prices of products low due to high competition.

4.2 “Special types” of sales

Many a times, customers are deceived by using words like “**Going out of business sales**”. Here they communicate that they want to sell remaining stock on “no profit no loss” basis as they are closing this business. Deception is clearly visible when they repeatedly give such advertisements over a period of time.

Some sellers use words like “**Stock clearance sale**”. Their argument behind this type of sales is, as they want to have all fresh stocks after they end up selling old, they want to sell existing merchandise at low profit. This is also a deception in many cases.

In India, people firmly believe that goods which are exported are superior in quality. So one of the most common techniques is “**Sale of Export rejected items**”. Sellers communicate that merchandise available in this sales are basically manufactured for exports but due to some problem they are rejected, so they are selling them at discount. And people still believe that they

are true and even export rejected merchandise are superior in quality. This technique is common in apparel industry.

‘End-of-season sales’ when the prices of products are often knocked down and advertised in the media in order to push up sales. But what such advertisements don’t disclose is that such knocked down/ discounted prices are actually pushed up before providing the discount so that the profit margin of the seller on such products remains intact.

4.3 Wrong and misleading statements

Many manufactures or sellers advertise wrong and misleading statements like, “India’s No 1”, “The best in the class”, “Lowest price guaranteed”, “issesastakahinahi” etc. These statements play a vital role in persuading the customers which in turn, if wrong, harm them.

4.4 Use of the word “Up to”

The word “Up to” is used almost in every sale offered by all sellers. “Upto 30% discount”, “upto 50% discount” etc are communicated to the buyers. Here the word “upto” is written in very small size and percentage number and symbol are written in a very big size. This is deceptive. When you actually visit the store, highlighted discount is available on very insignificant merchandise that too mostly an in-house brand. Other products/brands are available hardly with 5% or 10% discount. Moreover discounts are not available on new arrivals and good brands which customers are looking for many a times. All these things are mostly not mentioned in an advertisement.

4.5 Deception in Credit and Financing

In today’s scenario, customers buy many products through EMIs. So much of deception is done by sellers and finance companies while financing the customers. Many a times, advertised credit terms are not available. Words like “Finance for all” or “Everybody financed” are used in advertisement but actually they filter a lot. “On the Spot Finance” is also a commitment which is done in advertisement but not fulfilled. “0% EMI” attracts customers a lot but sellers increase price by adding interest into it. Many a times, interest rates are miscommunicated. They just mention 8% interest and don’t clarify whether “flat or reducing”. When you convert interest rate from flat rate to reducing rate, it becomes very large. They generally also don’t mention processing charge.

4.6 Misuse of the word "free"

The usual meaning of "free" is "devoid of cost or obligation". However, retailers often use the word for something which is merely included in the overall price. One common example is a

"buy one, get one free" sale. The second item is not "free" under the normal definition, since, to obtain it, the buyer is obliged to pay the full cost of the first item. You come to know about deception when you ask retailer what if I want to buy only one. He will quickly offer you 30-40% discount on that one.

4.7 Manipulation of terms

Many terms do have some meaning, but the specific extent is not legally defined, leading to their abuse. Words like "organic", "herbal", "light", "low fat", "low calorie", "healthy", "natural" etc are used by many sellers which are many a times misleading. Tobacco companies, for many years, used terms like "low tar", "light", "ultra-light", "mild" or "natural" in order to imply that products with such labels had less detrimental effects on health, but in recent years it was proved that those terms were considered misleading.

4.8 Partial comparison

"Better" means one item is superior to another in some way, while "best" means it is superior to all others in some way. However, advertisers frequently fail to list the way in each they are being compared (price, size, quality, etc.) and, in the case of "better", to what they are comparing (a competitor's product, an earlier version of their own product, or nothing at all). So, without defining how they are using the terms "better" or "best", the terms become meaningless. An ad which claims "Our colds medicine is better" could be just saying it is an improvement over taking nothing at all.

4.9 Inconsistent comparison

In an inconsistent comparison, an item is compared with many others, but only compared with each on the attributes where it wins; leaving the false impression that it is the best of all products, in all ways. In India it is very common in print advertisements given by automobile companies, showing feature wise comparison of one of their models with the nearest competitor and comparing only on those points on which they are better. Many a times, these superior points hardly matter to the customers. One more example on this theme is web sites which also list some competitor prices for any given search, but do not list those competitors which beat their price or the web site might compare their own sale prices with the regular prices offered by their competitors.

4.10 False illustrations

Often every ingredient is visible from the side being depicted in the advertisement, while in actuality they would be much less visible. Products which are sold unassembled or unfinished may also have a picture of the finished product, without a corresponding picture of what the customer is actually buying. Another example is advertised images of burgers, pizzas, vadapauns, etc which may show the items to be larger than they really are. Many fast food restaurants engage in misleading illustrations, and it becomes an issue of what the consumer thinks they will get versus what they actually get in terms of a product or service.

4.11 Angel dusting

Angel dusting is a process where an ingredient which would be beneficial, in a reasonable quantity, is instead added in an insignificant quantity which will have no consumer benefit, so they can make the claim that it contains that ingredient, and mislead the consumer into expecting that they will gain the benefit. For example, a cereal may claim it contains "12 essential vitamins and minerals," but the amounts of each may be only 1% or less of the Reference Daily Intake, providing virtually no benefit to nutrition.

4.12 Bait-and-switch

Bait-and-switch is a technique where marketers advertise an item which is unavailable when the consumer arrives at the store, who is then sold a similar product at higher price. Bait-and-switch is legal in the United States, provided that ads state that there is a limited supply (sometimes they must list the quantity).

It is very much similar to pricing strategy called "loss leader Strategy". In this technique, the manufactures or retailers advertise the best brands at very low prices and sometimes with readiness to make losses on them. When customer comes to the store, they are persuaded by sales people to buy some other products/brands also, at normal/higher prices which generate more profit.

4.13 Guarantee without a remedy specified

If a company does not say what they will do if the product fails to meet expectations, then they are free to do very little. This is due to a legal technicality that states that a contract cannot be enforced unless it provides a basis not only for determining a breach but also for giving a remedy in the event of a breach.

4.14 "No risk"

Advertisers frequently claim there is no risk to trying their product, when clearly there is. For example, they may charge the customer's credit card for the product, offering a full refund if not satisfied. However, the risks of such an offer are numerous. Customers may not get the product at all, they may be billed for things they did not want, they may need to call the company to authorize a return and be unable to do so, they may not be refunded the shipping and handling costs, or they may be responsible for the return shipping.

4.15 Approval by default

This refers to a contract or agreement where no response is interpreted as a positive response in favour of the business. An example of this is where a customer must explicitly "opt-out" of a particular feature or service, or be charged for that feature or service. Another example is where a subscription automatically renews unless the customer explicitly requests it to stop. This is even conducted when the customer may have specified a specific length of subscription up front, that is then exceeded and renewed without notification to the customer. Many banks renew fixed deposits of the customers automatically.

4.16 Manipulation of measurement units and standards

Sellers may manipulate standards to mean something different than their widely understood meaning. In an example of standards manipulation, US car rental agencies routinely refer to cars as one class larger than they are, as defined by the United States Environmental Protection Agency standards. For example, they would refer to a car as "full-sized", while the EPA would call the same car "mid-sized".

4.17 Fillers and oversized packaging

Some products are sold with fillers, which increase the legal weight of the product with something that costs the producer very little compared to what the consumer thinks that he or she is buying. Food is an example of this.

4.18 False colouring

When used to make people think food is riper, fresher, or otherwise healthier than it really is, food colouring can be a form of deception. When combined with added sugar or corn syrup, bright colours give the subconscious impression of healthy, ripe fruit, full of antioxidants and phytochemicals.

4.19 Proxy Advertisements

Whenever the advertisements for certain products like tobacco or liquor which have adverse effect on health and are restricted or banned, the manufacturers tend to launch new products with similar brand names. A blitzkrieg of advertisements is launched in the media for such new products with an aim to reinforce or sustain the banned products/ advertisements. In India, many liquor companies advertise products like music CDs, mineral water, soda etc. with the same brand name.

4.20 Undisclosed and/or unfair business practices

Banks, for example, will sometimes reorder charges against an account to maximize the number of overdrafts. The bank processes the largest charge occurs first, causing the account to be overdrawn, so that all subsequent smaller charges also overdraft, resulting in multiple overdraft fees, even if, under the original order, only one overdraft would have occurred. In 2011, several banks, including Bank of America, JPMorgan Chase, TD Bank and Citizens Financial Group paid hundreds of millions in settlements over the practice. Similarly, where a sequence of transactions includes both, deposits and withdrawals, a bank may sequence the transactions so that the withdrawals are processed before the deposits, to create an overdraft.

Many internet service providers advertise “Free WIFI router” with new internet connection. They add more amount than the actual cost of WIFI router in package, commit to provide router after one month (which is also not fulfilled mostly) and even after charging the amount from customer, they don't transfer the ownership of router to customers. Moreover if some problem in router occurs during warranty period, customers are supposed to visit service centre of the WIFI router manufacturing company. They persuade customers to buy router from them by refusing to provide technical assistance for connecting router if customers want to buy their own router.

In case of batteries of automobiles, ambiguity is created in “guarantee and warranty” terms. Majority of battery manufactures give combination of guarantee and warranty where there is no meaning of warranty. For example, one company gives guarantee of 24 months and warranty of 36 months and communicates that “no need to worry for 60 months”. Now how deception is done here. There is no problem as far as guarantee is concerned as they will give replacement if battery stops performing in 2 years. In warranty, where they are supposed to solve problem through repairing, company will not do it. What they ask the dealer to communicate is, during warranty if your battery stops performing, you will have to buy new battery and as the warranty

is there, you will get 35-40% discount on new battery if you return old battery to them. Now in any case customers are getting 20-25% discount on new battery if they return old battery to dealer even if it is out of warranty and not at all performing. So in reality the word warranty is distorted and customers are deceived.

5. Legal picture related to advertisements in India

There are several laws in India that relate to advertising.

5.1 Consumer Protection Act, 1986

Section 6 of the Act grants consumers the right to be informed about the quality, quantity, potency, purity, standard and price of goods or services, as the case may be so as to protect the consumer against unfair trade practices. Section 2(r) of the Act, under the definition of the term "unfair trade practice", covers the gamut of false advertisements including misrepresentations or false allurements.

5.2 Cigarettes and other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003

Section 5 of this Act, inter alia, prohibits both direct & indirect advertisement of tobacco products in all forms of audio, visual and print media;

5.3 Cable Television Networks (Regulations) Act, 1995 and Cable Television Networks (Amendment) Rules, 2006- Section 6 of the Cable Television Networks (Regulations) Act, 1995

Provides that no person shall transmit or re-transmit through a cable service any advertisement unless such advertisement is in conformity with the advertisement code prescribed under the Cable Television Networks (Amendment) Rules, 2006. However, the aforesaid provision does not apply to programmes of foreign satellite channels which can be received without the use of any specialized gadgets or decoder. Rule 7 of the Cable Television Networks (Amendment) Rules, 2006 lays down the "Advertising Code" for cable services which are formulated to conform to the laws of the country and to ensure that advertisements do not offend morality, decency and religious susceptibilities of the subscribers;

5.4 Doordarshan/ All India Radio (AIR) Advertisement Code

Doordarshan and AIR, both under the control of PrasarBharati (a statutory autonomous body established under the PrasarBharati Act), follow a comprehensive code for commercial

advertisements which control the content and nature of advertisements that can be relayed over the agencies;

5.5 Drug and Magic Remedies (Objectionable Advertisement) Act, 1954

This Act purports to regulate the advertisements of drugs in certain cases and to prohibit the advertising for certain purposes of remedies alleged to possess magic qualities and to provide for matters connected therewith;

5.6 Drugs and Cosmetics Act, 1940

Section 29 of the Act imposes penalty upon whoever uses any report of a test or analysis made by the Central Drugs Laboratory or by a Government Analyst, or any extract from such report, for the purpose of advertising any drug. The punishment prescribed for such an offence is a fine which may extend up to five hundred rupees and/ or imprisonment up to ten years upon subsequent conviction;

5.7 Emblems and Names (Prevention of improper use) Act, 1950

This piece of legislation prohibits the use of any trade mark or design, any name or emblem specified in the Schedule of the Act or any colourable imitation thereof for the purpose of any trade, business, calling or profession without the previous permission of the Central Government;

5.8 Food Safety and Standards Act, 2006

Various central Acts like Prevention of Food Adulteration Act, 1954 , Fruit Products Order , 1955, Meat Food Products Order , 1973, Vegetable Oil Products (Control) Order, 1947, Edible Oils Packaging (Regulation) Order 1988, Solvent Extracted Oil, De- Oiled Meal and Edible Flour (Control) Order, 1967, Milk and Milk Products Order, 1992 etc. were repealed after commencement of FSS Act, 2006. Section 53 of this Act provides a penalty of up to Rs. 10 lakhs for false and misleading advertisements relating to the description, nature, substance or quality of any food.

The Food Safety and Standards Authority of India (FSSAI) has been established under Food Safety and Standards Act, 2006 which consolidates various acts & orders that have hitherto handled food related issues in various Ministries and Departments. FSSAI has been created for laying down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption.

5.9 Indecent Representation of Women (Prohibition) Act, 1986

This Act is aimed at prohibiting indecent representation of women through advertisements or in publications, writings, paintings, figures or in any other manner and for matters connected therewith or incidental thereto (Section 3 and 4 of the Act).

5.10 Prenatal Diagnostic Techniques (Regulation and Prevention of Misuse) Act, 1994

Advertisement in any manner regarding facilities of prenatal determination of sex available at any genetic counselling centre, laboratory, clinic or any other place is prohibited under this Act and has been made a punishable offence under the Act (Section 22).

5.11 Young Persons (Harmful Publications) Act, 1956

Section 3 of the Act, inter alia, imposes penalty for advertising or making known by any means whatsoever that any harmful publication (as defined in the Act) can be procured from or through any person.

5.12 The Representation of People Act, 1951

The display to the public of any election matter by means of cinematograph, television or other similar apparatus in any polling area during the period of forty-eight hours ending with the time fixed for the conclusion of the poll for any election in the polling area is prohibited under the Act (Section 126).

Indian Penal Code, 1806- The IPC, vide an array of provisions, prohibits obscene, defamatory publication, publication of a lottery and/ or statements creating or promoting disharmony/ enmity in society.

5.13 The Monopolies and Restrictive Trade Practice act, 1969

It had been the most effective Act in the eighties and nineties to regulate undesirable advertising. In the year 1984, the government brought, through an amendment, "unfair trade practices" under the purview of the MRTP Commission and the Office of the Director General (Investigation and Registration). However, this Act is being replaced by the Competition Act, 2002 but the cases pending under the MRTP Commission are still being heard. Moreover, a Competition Commission has been set up under the Competition Act to deal with monopolies and restrictive trade practices. The complaints pertaining to unfair trade practices are still being handled by the MRTP Commission or the consumer courts. The MRTP Act has been very effective in hauling a

number of advertisers to stop advertisements which are prejudicial to consumer interest through its 'cease and desist orders'.

5.14 The Children's Act, 1960

Prohibits the disclosure of names and address and other particulars of any child involved in any proceedings.

5.14 Motor Vehicles Act, 1988

This law affects outdoor advertisements, like bill boards, posters, neon signs, etc. The Act, grants powers to remove such advertisements which may distract drivers and have the potential of causing road accidents.

The Reserve Bank of India, SEBI, TRAI and the IRDA are some of the other regulatory authorities that regulate advertisements in their respective fields.

6. Agencies involved in self-regulation

6.1 The Advertising Agencies Association of India (AAAI)

The Advertising Agencies Association of India (AAAI) is the official, national organisation of advertising agencies, formed to promote their interests so that they continue to make an essential and ever-increasing contribution to the nation. Some of the important objectives of AAAI are,

- To benefit Indian consumers and to protect their interests by helping ensure that advertising is honest and in good taste.
- To benefit media by establishing sound business practices between advertisers and advertising agencies and each of the various media owners.
- To benefit the nation by harnessing advertising for the good of the country, its institutions, its citizens to co-operate with the Government in promoting its social objectives and in the task of nation-building.
- To question advertising that is wasteful and extravagant to make it possible for the small entrepreneur to grow through advertising and to compete with the biggest to encourage market and media research to serve society by meeting its social responsibilities.
- To establish a common platform in building and sustaining the prestige of the advertising profession and to serve as a spokesman against unwarranted attacks or restrictions on advertising.

- To establish a forum where representatives of advertisers, advertising agencies, media owners and Government can meet on mutual ground and examine problems of mutual concern.
- To offer effective co-operation and liaison with Government officials and bodies for the purpose of broadening their understanding of the role of advertisers, advertising and advertising agencies.
- To co-operate with Government bodies in discussion of matters such as taxes, radio and TV advertising, legislation, political campaign advertising, controls on pharmaceuticals, tobacco or liquor advertising and other subjects of similar complexity and sensitivity.

The AAI today is truly representative, with a very large number of small, medium and large-sized agencies as its members, who together account for almost 80% of the advertising business placed in the country. It is thus recognised at all forums - advertisers, media owners and associations, and even Government - as the spokesperson for the advertising industry.

6.2 Advertising Standards Council of India (ASCI)

The Advertising Standards Council of India, ASCI founded in 1985. The three main constituents of advertising industry viz advertisers, advertising agencies and media came together to form this independent NGO. The aim of ASCI is to maintain and enhance the public's confidence in advertising. Their mandate is that all advertising material must be truthful, legal and honest, decent and not objectify women, safe for consumers - especially children and last but not the least, fair to their competitors.

Mission

- To maintain and enhance the public's confidence in Advertising.

Goals :

- To keep advertisements within the bounds of generally accepted standards and are non-offensive to public.
- To ensure advertisements are truthful & honest.
- To ensure advertisements are not used in a way which is harmful to society or to individuals particularly minors.
- To ensure that advertisements are fair in competition.

Members of ASCI

ASCI's team consists of the Board of Governors, the Consumer Complaints Council (CCC) and its Secretariat. ASCI has 12 members in its the Board of Governors, four each representing the key sectors such as Advertisers, advertising agencies, media and allied professions such as market research, consulting, business education etc. The CCC currently has about 21 members: 9 are from within the industry and 12 are from the civil society like well-known doctors, lawyers, journalists, academicians, consumer activists, etc. The CCC's decision on complaint against any ad is final. ASCUS also has its own independent Secretariat of 5 members which is headed by the Secretary General.

There is no other non-governmental body in India which regulates the advertising content that is released in India. If an ad that is released in India seems objectionable, a person can write to ASCI with their complaint. This complaint will be deliberated on by the CCC after providing due process to advertiser to defend the ad against the complaint and depending on whether the ad is in alignment with the ASCI code and law of the land, the complaint is upheld or not upheld and if upheld then the ad is voluntarily either withdrawn or modified.

6.3 National Advertising Monitoring Service (NAMS)

In a bid to further strengthen the process of constraining/reducing misleading advertisements which harm the interests of consumers, the Advertising Standards Council of India (ASCI), announced a path-breaking NAMS initiative to keep continuous track of advertisements nationally. As per the arrangement, AdEx India, a division of TAM Media Research, with support from ASCI trained personnel, checks on a continuous basis all newly released TV and Newspaper print advertisements, specifically for violation ASCI's advertisement code related to unsubstantiated, misleading or false claims in the advertisement.

Here they monitor 45000 print and 1500 TV advertisements per month in different sectors like auto, banking, FMCG, consumer durables, education, health, telecom, real estate etc.

6.4 Code for commercial advertising on Doordarshan:

In this code, different definitions, scope, legislation, rules to conduct advertising, procedure, general principle, etc. are clarified. All the parties involved in this are supposed to follow all the guidelines in order to give advertisements on Doordarshan.

6.5 All India Radio Code for commercial advertising

In this code, different definitions, scope, legislation, rules to conduct advertising, procedure, general principle, etc. are clarified. All the parties involved in this are supposed to follow all the guidelines in order to give advertisements on AIR.

7. Summing up

To sum up, it can be said that multiple laws pertaining to advertisement in general and those relating to specific sectors cause utter confusion in the minds of the marketers as well as the consumers. Further, none of the existing laws particularly address the issues of advertisements in cyberspace. The absence of a single statutory regulatory body further aggravates the problem. A comprehensive law/ regulation on advertising in all forms of media which shall provide clarity in the matter and act as a one-stop window for all matters relating to advertising is highly desirable.

The brighter side of all this is that as consumer awareness grows, marketers and advertisers are fast learning that in these days when the consumer is king, nothing but the best would do. As J. Walter Thompson had once quoted "Advertising is a non-moral force, like electricity, which not only illuminates but electrocutes. Its worth to civilization depends upon how it is used."

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