

CENTRAL CONSUMER PROTECTION AUTHORITY

Room No 365, Krishi Bhawan, New Delhi - 110001

F.No. CCPA-2/72/2024-CCPA [E-35629]

CORAM:

Smt. Nidhi Khare, Chief Commissioner, CCPA

Shri Anupam Mishra, Commissioner, CCPA

Appearance on behalf of Mrs. Bectors Food Specialities Ltd.

Shri Apoorva, CMO Marketing

Shri Tarun Garg, DGM Quality

Shri Atul Sud, Legal and Secretarial

Shri Salil Seth, Ld. Counsel

Shri Saransh Garg, Ld. Associate Counsel

Date: 09.06.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as CCPA) has been established under section 10 of the Consumer Protection Act 2019 to regulate matters relating to violation of rights of consumer, unfair trade practices, false and misleading advertisement which are prejudicial to the interest of public and consumers and to promote, protect and enforce the rights of consumer as a class.
2. The CCPA, in exercise of its statutory mandate under Section 18(1) of the Consumer Protection Act, 2019 (hereinafter referred to as Act), is entrusted with the function of preventing unfair trade practices and ensuring that no false or misleading advertisement is made in respect of any goods or services, and further to ensure that no advertisement of goods or services is issued in contravention of the provisions of the said Act or the rules and regulations framed thereunder.
3. In furtherance of the aforesaid mandate, it came to the notice of the CCPA that Mrs. Bectors Food Specialities Ltd. (hereinafter referred to as the "Opposite Party") had published misleading advertisements on 13th September 2024 in the Hindustan Times (Delhi) for Mr. Bector's English Oven "100% Wheat Bread." The advertisement also claimed that the bread was made from 100% wheat, while product labels indicated that the wheat content was only 73% and 87% for the two variants. Thus, it appeared that the misleading claim made by the Opposite Party could deceive consumers into believing that they were purchasing a 100% wheat-based product, which was not the case.
4. Accordingly, on the basis of the aforementioned advertisement, the CCPA took cognizance of the matter in exercise of its statutory powers and initiated a preliminary inquiry which indicated that the Opposite Party had made various claims in respect of its products marketed under the title "100% Atta Bread" and "100% Whole Wheat Bread" such as:

- i. 100% Atta Bread
- ii. 100% Whole Wheat Bread
- iii. Our Tasty 100% Atta Bread is a much-loved family favourite.
- iv. Naturally rich in Whole Grains with 100% wholemeat flour, this tasty loaf is high on fiber and low on fat.
- v. Taste of 100% Nourishment
- vi. Fill your Days with 100%: The taste of Happiness
- vii. The taste of 100% Wholesome Happiness
- viii. The taste of 100% Goodness

5. Additionally, the Opposite Party has prominently advertised its product as “Mrs. Bectors English Oven 100% Whole Wheat Bread,” through its official website, various social media platforms, and on the packaging of its products, as given below:

Name of Platform	Link
English Oven	https://www.englishoven.com/
Linkedin – Mrs. Bectors Food Specialities Ltd. (Cremica and English Oven)	https://www.linkedin.com/Opposite Part's/mrs.-bector's-food-specialities-ltd./posts/?feedView=all
Youtube Channel- Mrs. Bector's - Cremica & English Oven	Video 1- https://youtu.be/tm5GzFMXjRQ?si=EEoNxp6gFGiBna8H
	Video 2- https://youtu.be/BCzDHm004FI?si=kLoaasSolS8D6UZL
	Video 3- https://youtu.be/H5lQEJSq3y0?si=C_DxomaxM8ttB7Ro
Instagram- “English oven	https://www.instagram.com/englishoven?utm_source=ig_web_button_share_sheet&igsh=ZDNlZDc0MzlxNw

6. Thus, in view of the above misleading claims and in order to ascertain the regulatory compliance of the claims so made, CCPA vide letter dated 04.10.2024, sought comments from the Food Safety and Standards Authority of India (hereinafter referred to as “FSSAI”) on the following issues:

- 6.1. Whether the advertisement in question is in conformity with the provisions of the Food Safety and Standards (Advertising and Claims) Regulations, 2018, particularly w.r.t. to the claims describing the product as “100% Wheat” or “100% Atta” bread,
- 6.2. Does the labeling of the said product satisfies the requirements of transparency and clear disclosure as mandated under the Food Safety and Standards (Packaging and Labelling) Regulations, 2011.
- 6.3. Whether the product labelling of 100% Wheat content, when the ingredient list discloses wheat content in the range of 50-65% instead, is in conformity with the applicable standards governing the representation of wheat-based products, or whether the same constitutes a misleading representation within the meaning of the applicable FSSAI regulations; and

6.4. Does the inclusion of a disclaimer in fine print in the advertisement, stating "Ingredients may change without prior notice: please refer to the pack for final information," satisfy the requirement of clear, conspicuous, and unambiguous disclosure, or whether such disclaimer is insufficient and contrary to the principles of transparent and truthful labeling as envisaged under the relevant statutory framework.

7. The FSSAI vide letter dated 14.11.2024 provided its comments on the aforesaid letter of CCPA, as the following:

7.1. According to the labeling standards for whole wheat bread under Sub-regulation 2.6(1) of the FSS (Labelling & Display) Regulations, 2020, the minimum required amount of whole wheat flour for whole wheat bread must be at least 75%, and for bread labeled as "Wheat/Atta bread," it must be at least 50%. Additionally, the name "English Oven 100% Atta Bread" is totally misleading, as the product contains only 87% whole wheat flour.

7.2. Yes, the product labeling is complying with the transparency and clear disclosure requirements as mandated under the Food Safety and Standards (Labelling & Display) Regulations, 2020.

7.3. No, the name "English Oven 100% Atta Bread" is misleading, as the product contains only 87% whole wheat flour.

7.4. The FSS (Food Products Standards and Food Additives) Regulation, 2011, specifies the permitted ingredients for various food categories. The formulation of the product is determined by the Food Business Operator (FBO), and therefore, the FSS does not specify the exact quantity of each approved ingredient to be added.

8. Accordingly, Notice dated 03.12.2024 was issued to the Opposite Party to submit response within 15 days as to why an investigation against them may not be initiated and an order under Section 21 of the Consumer Protection Act 2019 may not be passed. However, no reply was received within the stipulated time and therefore CCPA vide letter dated 11.02.2025 issued a reminder to the Opposite Party wherein it directed to submit the reply on priority.

9. Thereafter, the Opposite Party vide letter dated 20.02.2025 submitted that as per the notice dated 11.02.2025, the Opposite Party was required to file a response by 15.02.2025, however, since the notice was received only on 17.02.2025, it was not possible to comply within the stipulated deadline as is indicated in the reminder dated 11.02.2025. The fact that they were currently in the process of gathering the necessary information, requested for a period of two more weeks to submit an appropriate response. Considering the request of the Opposite Party, CCPA granted time to Opposite Party to furnish the reply latest by 10.03.2025.

10. In response to the above Notice, a reply vide email dated 01.03.2025 was received, wherein, following submissions were made:-

- 10.1.** The use of term "100% Atta" or "100% Whole Wheat" in the Bread is only intended to mean that the sole grain source in the bread is wheat flour (Atta), with no refined flour (Maida) or other cereals.
- 10.2.** The use of term "100% Atta" has been done in good faith. Further, it has never been intended to imply that the bread consists of Atta alone, devoid of water, yeast, salt, permitted additives, or other standard baking inputs that are universally accepted (and indeed required) for producing bread.
- 10.3.** Furthermore, flour in the Opposite Party's recipe comprises exclusively whole wheat flour, not blended with any refined flour or grains of a different kind as we disclose the exact percentage of wheat flour, which stands at approximately 87%, well above the regulatory minimum of 75% for Atta Bread.
- 10.4.** Regulation 2.6 of the FSS (Labelling and Display) Regulation, 2020 does not mention or stipulate that for a bread to be labelled "Atta Bread" the same is required to have 100% of its total composition as wheat flour only. Instead, a baseline of 75% has been stated in the regulation as the basic requirement for a bread to be labelled as "Atta Bread".
- 10.5.** The Opposite Party does not provide a false guarantee regarding "100% Atta Bread" rather it only highlights the exclusivity of wheat flour.
- 10.6.** The basic intent behind using the term "100% Atta" is the exclusivity of the main ingredient rather than suggesting a single ingredient composition.
- 10.7.** The "100% Atta" label was adopted as a method of distinguishing the Opposite Party's bread from breads that combine various proportions of maida and Atta.

11. The reply submitted by the Opposite Party was examined by the CCPA and it was noted that:

- 11.1.** Firstly, the Opposite Party agreed that "100% Whole Wheat Bread" consisted of only 87% Wheat Flour (Atta). Yet, it claimed "100% Whole Wheat Bread". Thus, it appeared to be blatantly, deceiving consumers under the garb of "100% Whole Wheat Bread".
- 11.2.** Secondly, the argument that "100% Atta" or "100% Whole Wheat" is intended merely to signify that wheat flour is the "sole grain source" thereby indicates the adoption of misleading advertisement for the sale of goods.
- 11.3.** Thirdly, the Opposite Party was duly afforded an opportunity to submit its response with respect to the parameters adopted for claiming 100% Atta Bread, 100% Whole Wheat Bread, Our Tasty 100% Atta Bread is a much-loved family favourite,

Naturally rich in Whole Grains with 100% whole wheat flour, this tasty loaf is high on fiber and low on fat, Taste of 100% Nourishment Fill your Days with 100%: The taste of Happiness, The taste of 100% Wholesome Happiness, The taste of 100% Goodness. However, they did not furnish any comments on these claims.

12. In light of the above, CCPA was satisfied that there exists a prima facie case. It may be mentioned that under section 19(1) of the Act:

“CCPA may after receiving any information or complaint or directions from the Central Government or of its own motion, conduct or cause to be conducted a preliminary inquiry as to whether there exists a prima facie case of violation of consumer rights, or any unfair trade practice or any false or misleading advertisement, by any person, which is prejudicial to the public interest or to the interest 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”.

Thus, consequent to the satisfaction, vide letter dated 29.04.2025 CCPA forwarded the matter to DG (Investigation) CCPA.

13. The Investigation report dated 05.01.2026 was received from DG (Investigation) CCPA wherein the following were submitted:

- 13.1.** It is observed that, despite issuance of the notice from the CCPA, the Opposite Party continues to market its product under the names “100% Whole Wheat Bread” and “100% Atta Bread” across its packaging, social media platforms and e-commerce platform.
- 13.2.** The recent enforcement action by the FSSAI (2024) and the ruling of the Hon’ble Delhi High Court (W.P. (C) No. 2725 of 2025) in the matter of Dabur “Real” Juice case established that qualifying terms like 100% are inherently misleading, if the product contains other ingredients. The authorities maintained that such numerical descriptions are prohibited unless explicitly permitted by specific food category regulations.
- 13.3.** The FSSAI on 30.05.2025, issued a strict advisory prohibiting the use of 100% claims on food labels and promotional materials. The FSSAI states “100%” is undefined under current regulations and is likely to create a false impression of absolute purity. All Food Business Operators (FBOs) were advised to immediately cease the claims of “100%” across packaging and advertisement.
- 13.4.** FSSAI norms require whole wheat bread to contain a minimum of 75% whole wheat flour to use the name “whole wheat bread.” However, exceeding the minimum (i.e. 87%) does not grant the Opposite Party the right to use 100%, when other ingredients are also present.

- 13.5.** By representing the bread as “100% Whole Wheat” when it does not meet this standard, the Opposite Party has engaged in a misleading advertisement and adopted an unfair trade practice thereby deceptively influenced consumers and violated Section 2(28) and 2(47) of the Consumer Protection Act, 2019.
- 13.6.** The use of “100%” misrepresents the actual composition of the product and misleads consumers. Thus, also violates Regulation 4(1) of the FSS (Advertising and Claims) Regulations 2018 which requires that all claims must be truthful, unambiguous and not misleading.
- 13.7.** The Opposite Party’s “100%” claim is deemed to be violating Clause 4(1) and Clause 12(d) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, for it falsely represents the product’s composition and is likely to mislead consumers, making the advertisement non-compliant and deceptive.
- 13.8.** The Opposite Party’s persistent non-compliance despite prior notices demonstrates a willful disregard to FSSAI regulations and the continuance of the advertisement, as established earlier as misleading, is a flagrant violation of consumer’s safety.
- 13.9.** Henceforth, a case relating to the violation of consumer rights and misleading advertisement under the Consumer Protection Act, 2019 is established.
- 14.** In view of the findings in the DG (Investigation) Report, the CCPA vide letter dated 22.01.2026 shared the investigation report with the Opposite Party to furnish their comments, if any. Thereafter, a hearing was scheduled on 19.02.2026.
- 15.** During the hearing held on 19.02.2026, Shri Apoorva - CMO Marketing, Shri Tarun Garg - DGM Quality, Shri Atul Sud - Legal and Secretarial, Shri Salil Seth, Ld. Counsel on behalf of the Mrs. Bectors Food Specialities Ltd., Shri Saransh Garg, Ld. Associate Counsel appeared on behalf of the Opposite Party and submitted the following:
- 15.1.** That the Opposite Party stated that neither it had received the Notice dated 01.03.2025 and nor the letter dated 06.02.2026 of hearing issued by the Central Consumer Protection Authority (CCPA) on its email addresses.
- 15.2.** The Opposite Party further stated that, as on date, it is using the domain “bectorsfood.com”. The email IDs on which the Notice was communicated are no longer in use. The authorized representative of the Opposite Party submitted that the entity has undertaken a transition from its erstwhile email IDs to new email IDs.
- 15.3.** It was further clarified by the learned Counsel of the Opposite Party that the use of the expressions “100% Atta” or “100% Whole Wheat” in relation to its bread products was intended solely to convey that the exclusive grain source in the said product is wheat flour (Atta), without the inclusion of refined flour (Maida) or any other cereals. It was, however, acknowledged that the final product contains additional ingredients necessary for the manufacture of finished bread.

- 15.4. That the actual content of wheat (Atta) in the impugned product is 87%. It was further admitted that there has been partial and not full disclosure with respect to the proportion of wheat content, yet the claims made in the impugned advertisement was of a "100% Whole Wheat Bread".
- 15.5. Further, the Opposite Party requested additional time for the submission of its response on the contents of Investigation Report of the Director General (Investigation) and also requested one more opportunity of hearing may be given after submission of the comments on the Report of DG (Investigation) CCPA.
16. During the hearing dated 19.02.2026 CCPA noted the following:
- 16.1. With regard to the observation of non-receipt of the Notice by the opposite party on their email, the CCPA, during the course of the hearing, had demonstrated live display the email communication, along with the email addresses (bakery@cremica.in & enquiry@cremica.in) to which the Notice had been sent. **(Annexure: 1)**
- 16.2. The CCPA, further, observed that the Notice had been duly emailed on 03.12.2024 and letter dated 06.02.2026 of hearing to the email IDs as displayed on the website during the hearing even as on 19.02.2026 **(Annexure: 2)**. In view thereof, the Opposite Party cannot be permitted to contend that it had not received the Notice prior to February 2025.
- 16.3. Further, the CCPA informed the Opposite Party that there is a statutory provision under the Companies Act, 2013 and Rules made thereunder which mandates companies to maintain an updated contact information on their website. The same provision is reproduced hereunder which in particular states that:
- Rule 26 of the Companies (Incorporation) Third Amendment Rules, 2016 stipulates Publication of name by Opposite Party's-*
(1) Every company which has a website for conducting online business or otherwise, shall disclose/publish its name, address of its registered office, the Corporate Identity Number, Telephone number, fax number if any, email and the name of the person who may be contacted in case of any queries or grievances on the landing/home page of the said website".
- 16.4. On a request during the hearing an opportunity was granted to the Opposite Party, to file its comments on the contents of the DG (Investigation) Report within 7 days i.e. by 25.02.2026.
17. Vide letter 25.02.2026 Opposite Party submitted its comments which are as follows:
- 17.1. The Investigation Report dated 05.01.2026 places reliance on the writ petition reportedly filed by Dabur before the Hon'ble Delhi High Court (W.P. (C) No. 3735 of 2025), challenging the very same advisory namely "Discontinuation of the term 100% on Food Product Labels and Related Promotional Material" issued by Food

Safety Standards Authority of India on 30.05.2025. The said proceedings are pending. In such circumstances, it would be inappropriate to treat the pendency of that litigation as supportive of the contentions placed forth by the Opposite Party.

- 17.2.** The Regulation 2.6 of the Food Standards and Safety (Labelling and Display) Regulation, 2020 (hereinafter referred to as "FSS Regulation") lays down the composition and necessary requirements of different types of bread. The said Regulation "Atta Bread" or "Whole Wheat Bread" is primarily required to contain 75% of whole wheat flour (Atta). The concerned FSS Regulations do not anywhere mentions or stipulates that for a bread to be labeled "Atta Bread" the same is required to have 100% of its total composition as wheat flour only.
- 17.3.** It is submitted that use of the expression "100% Atta" is intended to operate as a flour-source assurance and category differentiator, i.e., to convey that the bread is made using only whole wheat flour (Atta) as the flour base, and that it contains absolutely no maida. The expression "100% Atta" therefore serves in important consumer-facing purpose enabling informed choice by clearly distinguishing Opposite Party's product from blended flour breads in the market.
- 17.4.** That it does not conceal the presence of other ingredients, which are expressly listed on the ingredient panel, and affirmatively states the approximate whole wheat flour content as 87% on the packaging. These disclosures make it clear that the expression "100% Atta" is not, and cannot reasonably be construed as, a claim that the finished loaf of bread comprises of flour alone.
- 17.5.** Expressions such as "Taste of Happiness" and "Tasty" are subjective, promotional tag lines intended to reflect brand positioning and consumer appeal.
- 17.6.** "Naturally rich in whole grains"- This statement reflects title inherent nutritional characteristics of whole wheat flour. The product formulation supports this representation by using 87% of Atta.
- 17.7.** "Low Fat" claim is made strictly in accordance with the thresholds prescribed under the provisions of the FSS (Advertising and Claims) Regulations, 2018.
- 17.8.** The Opposite Party has not made a claim that the finished bread comprises only Atta and nothing else, rather, the expression "100% Atta" is used as a flour-source assurance (i.e., no maida / no substitute flour), and this is accompanied by full transparency on packaging. Pertinently, the Opposite Party provides a complete ingredient list and also discloses the approximate whole wheat flour (Atta) content as 87%.
- 17.9.** It is further submitted that such expressions are not capable of strict arithmetical or scientific measurement, nor are they presented as precise factual guarantees to consumers. They fall within the realm of permissible marketing language and do not, by themselves, constitute a representation of specific compositional parameter.

18. Thereafter, vide letter dated 06.04.2026 the Opposite Party was granted one more opportunity of hearing on 23.04.2026, during which Shri Apoorva - CMO Marketing, Shri Tarun Garg - DGM Quality, Shri Atul Sud - Legal and Secretarial, Shri Salil Seth, Ld. Counsel, and Shri Saransh Garg, Ld. Associate Counsel appeared on behalf of the Opposite Party and submitted the following:

- 18.1.** That the Opposite Party contended that an identical issue, namely the permissibility and interpretation of "100%" claims in relation to food products (in the context of "100%" claim of Dabur Real Fruit Juice), is presently sub judice before the Delhi High Court.
- 18.2.** It was further submitted by learned counsel for the Opposite Party that the use of the expressions "100% Atta" or "100% Whole Wheat" in relation to its bread products is intended solely to convey that the exclusive grain source in the said product is wheat flour (Atta), without the inclusion of refined flour (Maida) or any other cereals.
- 18.3.** It was submitted that the Food Safety and Standards (Labelling and Display) Regulations, 2020 prescribe only the minimum compositional threshold for classification of bread as "Atta Bread," and that the said requirement is duly satisfied by the Opposite Party.
- 18.4.** It was admitted that, while the mention of "Zero Maida" coupled with the claim of "100% Atta" and "100% Whole Wheat Bread" may create an impression of completeness and wholesomeness, such dual representation appears to be redundant in nature.
- 18.5.** The Opposite Party emphasized that it neither provides any false guarantee nor engages in any misleading representation to consumers by use of the "100% Whole Wheat Bread" claim.

19. The CCPA, after consideration of the submissions (oral and written) made by the Opposite Party as well as findings recorded in the investigation report observed that:

- 19.1.** That there is no provision of making a claim for "100% Fruit Juice" under the Food Safety and Standards (Advertising and Claims) Regulations, 2018. Therefore, the claim of 100% is misleading and is not allowed.
- 19.2.** The Food Safety and Standards Authority of India (FSSAI) permits the use of the term "Atta" subject to the prescribed minimum composition threshold as per Regulation 2.6 of the Food Standards and Safety (Labelling and Display) Regulation, 2020, which stipulates that Labelling of bread as Whole Wheat Bread shall comply with requirements, which stated that the special ingredient Whole wheat flour should be at least 75%.

- 19.3.** The CCPA noted that the prominent depiction of the claim "100% Whole Wheat Bread", despite the admitted position that the product contains only 87% Atta, even though the aforesaid Regulation stipulates for minimum ingredient of 75% of Whole wheat flour to claim the name as "Whole Wheat Bread". Yet, it does not permit to claim "100% Whole Wheat Bread".
- 19.4.** It was observed that the expression "100% Whole Wheat Bread" carries a clear connotation for consumers that the product is entirely composed of Atta, without any additional ingredients or composition.
- 19.5.** On being queried by the CCPA with regard to the purpose of the claims "100% Whole Wheat Bread" and the additional labelling "No Maida", the Opposite Party submitted that the same was intended to convey a sense of wholesomeness associated with "100% whole wheat", however, it was admitted that such dual representation appears to be redundant in nature.
- 19.6.** The CCPA further noted that, if the reasoning submitted by the Opposite Party were to be accepted, it would lead to untenable consequences, for instance, even in a situation where a product contains a minimal proportion of Atta, say 5%, and no maida, it could still be labelled as "100% Atta Bread," which would be misleading.
- 19.7.** The contention of the Opposite Party that reliance upon the writ petition filed by Dabur before the Hon'ble High Court of Delhi (W.P. (C) No. 3735 of 2025) on account of its pendency is wholly untenable. It is observed that the Investigation Report does not treat the pendency of the said proceedings as conclusive of liability, rather, it takes note of the same as part of the broader regulatory context concerning the use of the expression "100%" in advertising.
- a.** CCPA observed that the FSSAI issued the directives on 03.06.2024 wherein it instructed all Food Business Operators to remove the claims of 100% fruit juices from the labels and advertisement of fruit juices immediately and all existing pre-packaging materials shall be exhausted before 01.09.2024.
 - b.** Subsequently, an Advisory namely "Discontinuation of the term 100% on Food Product Labels and Related Promotional Material" was also issued by FSSAI on 30.05.2025 which emphasized that the usage of the term "100%" in isolation or conjunction with other descriptors is likely to convey a false sense of absolute purity or superiority, potentially leading consumers to believe that competing products in the market do not comply with prescribed standards. Therefore, all the FBOs were advised to discontinue the usage of the term "100%" on food product labels, packaging, and promotional content.
 - c.** Moreover, the Investigation Report has placed primary reliance upon the fact that the Notice issued by the CCPA was predicated upon the alleged violation of the provisions of the Consumer Protection Act, 2019 and the Food Safety and Standards (Labelling and Display) Regulations, 2020.

- d. Therefore, the mere pendency of a challenge to a Directive does not dilute the enforcement nature, object, or persuasive value of such advisory, nor does it operate as a stay on the statutory mandate to prevent misleading advertisements.
- e. In the absence of any interim protection granted by the Hon'ble Court, the aforesaid Directive and Advisory of FSSAI continues to hold the ground. It is a settled principle that regulatory authorities are not precluded from discharging their statutory obligations merely because a similar issue of other Party is sub-judice elsewhere and even which is not against the Opposite Party.
- f. Consequently, no adverse inference can be drawn against the Investigation Report for taking into reference of the said proceedings.

20. The Opposite Party made the following claims at the time of sale:

- i. 100% Atta Bread
- ii. 100% Whole Wheat Bread
- iii. Our Tasty 100% Atta Bread is a much-loved family favourite.
- iv. Naturally rich in Whole Grains with 100% wholewheat flour, this tasty loaf is high on fiber and low on fat.
- v. Taste of 100% Nourishment
- vi. Fill your Days with 100%: The taste of Happiness
- vii. The taste of 100% Wholesome Happiness
- viii. The taste of 100% Goodness

It is imperative to note that the Opposite Party had through multiple advertising claims, prominently employed the numerical expression "100%" as a central element of its promotional strategy wherein Atta / wholewheat flour has been referred. The use of such a precise and absolute numerical qualifier is neither incidental nor innocuous, rather, it is calculated to convey to consumers a clear and unequivocal impression and absence of any dilution or admixture.

- 20.1.** Regarding Regulation 2.6 of the Food Safety and Standards (Labelling and Display) Regulations, 2020 it prescribes only the minimum percentage of ingredient of whole wheat flour for classification of bread as "Atta Bread" or "Whole Wheat Bread", that it shall contain not less than 75% whole wheat flour. This provision cannot, by any interpretative exercise, be elevated into a justification for making an unqualified and absolute claim such as "100% Atta Bread or Whole Wheat Bread".
- 20.2.** The submission that the expression "100% Atta" is intended merely as a flour-source assurance is an ex post facto rationalization (to justifying actions after they have occurred) and cannot override the plain and natural meaning of the representation. From the standpoint of expression which conveys that the entirety of the product, or at the very least the entirety of its substantive composition, is derived from Atta.

a. The attempt to restrict its meaning to the “100% flour base” alone is neither borne out from the packaging nor apparent to the consumer at first glance. It is a settled principle in consumer protection jurisprudence that representations must be assessed from the perspective of a reasonable consumer of average intelligence, and not through a technical interpretation by the advertiser.

20.3. While it is correct that expressions such as “Taste of Happiness” and “Tasty” fall within the realm of puffery, the same principle cannot be extended to objective or quantifiable claims such as “100% Atta”. The latter is not a subjective or opinion-based statement, but a definitive representation capable of verification. The Opposite Party’s attempt to conflate inherently subjective taglines with an absolute compositional claim is therefore unsustainable and misleading.

20.4. The claim “Naturally rich in whole grains” is assessed in conjunction with the overall presentation of the product, including the prominent “100% Atta” representation. When viewed holistically, such claims cumulatively reinforce the impression that the product is entirely composed of whole grain content. Given that the product contains approximately 87% Atta, the use of such reinforcing language, in conjunction with an absolute claim, has the propensity to mislead consumers as to the true nature and composition of the product as reflected through its labelling.

20.5. The mere emphasis of compliance with the Food Safety and Standards (Advertising and Claims) Regulations, 2018 in respect of the “Low Fat” claim does not ipso facto (by fact of itself) validate the overall advertisement. Each claim must independently satisfy the requirement of being truthful and not misleading.

20.6. The submission that expressions such as “100% Atta” are not capable of strict arithmetical interpretation is fundamentally flawed. The term “100% Whole Wheat / Aatta Bread” is, by its very nature, a precise and absolute numerical expression, leaving no scope for approximation or interpretative flexibility. Its use in advertising carries with it a high degree of responsibility and must correspond exactly with the factual position. In the absence of any statutory definition permitting a qualified or contextual use of “100%”, the same is accorded its plain and literal meaning. Accordingly, the impugned representation is misleading, violative of applicable law, and liable to be proceeded.

21. It is imperative to mention that statutory provisions mandate diligence to be carried out for offering sale of goods and services and violating the same, amounts to misleading advertisement and unfair trade practice. In the present matter CCPA finds the following:

Name of Platform	Link	Date of Publishing and View Counts
English Oven (Annexure:3)	https://www.englishoven.com/	Not Available

Youtube Channel- Mrs. Bector's - Cremica & English Oven (Annexure: 4)	Video 1- ps://youtu.be/tm5GzFMXjRQ?si=EEoNxp6gFGiBna8H	07.12.2022 having 38,44,032 views as on 23.04.2026
	Video 2- https://youtu.be/BCzDHm004FI?si=kLoaasSoIS8D6UZL	02.11.2023 having 10,06,282 views as on 23.04.2026
	Video 3- https://youtu.be/H5IQEJSq3y0?si=C DxomaxM8ttB7Ro	07.11.2023 having 7,02,542 views as on 23.04.2026
Instagram- "English oven" (Annexure: 5)	https://www.instagram.com/englishoven?utm_source=ig_web_button_share_sheet&igsh=ZDNIZDc0MzIxNw	23.10.2023 having 11.4K views as on 23.04.2026

- 21.1.** It was found that, as on the date of hearing held on 23.04.2026, the videos specifically identified in the Notice issued by the CCPA in the year 2024 continue to remain accessible and in circulation across various media channels operated by the Opposite Part's. The continued availability of the said content, despite the lapse of a considerable period and the initiation of regulatory scrutiny, is not a matter of inadvertence but evinces a conscious and deliberate omission to withdraw or suitably modify the impugned advertisements. Such conduct, when viewed cumulatively, reflects a clear and sustained intent to persist with representations that are prima facie misleading in nature.
- 21.2.** The reliance placed on Regulation 2.6 of the Food Safety and Standards (Labelling and Display) Regulations, 2020 is misinterpreted by the Opposite Party. The absence of an explicit stipulation requiring 100% wheat flour for "Atta Bread" does not imply that exaggerated or absolute claims are permissible. Thus, the use of superlative or absolute qualifiers mislead consumers.
- 21.3.** In common parlance as well as under regulatory scrutiny, the expression "100%" conveys totality of composition and not selective exclusivity of a single category of ingredient. The test is not the subjective intent of the manufacturer, but the objective understanding of an average consumer of ordinary prudence, who would reasonably construe "100% Atta / Whole Wheat Bread" to mean that the product is entirely composed of Atta.
- 21.4.** The doctrine of good faith cannot be invoked to justify or cure a representation that is inherently misleading. It is noted that where a claim is capable of creating a false impression in the mind of the consumer, the presence of intent becomes irrelevant. The submission that the product contains approximately 87% whole wheat flour, which exceeds the minimum regulatory threshold, does not support the Opposite Party's case.

- a. Compliance with the minimum product compositional standard prescribed for “Atta Bread / Whole Wheat Breads” cannot legitimize an additional and superlative claim of “100% Atta / Whole Wheat Bread”. The two operate in distinct domains: one pertains to eligibility for classification, while the other concerns voluntary representation to consumers. Once a manufacturer elects to use an absolute descriptor such as “100%”, it assumes a higher burden of accuracy. A product containing 87% wheat flour, by the Opposite Party’s own admission, falls short of the literal and ordinary meaning of “100%”, thereby rendering the claim factually incorrect. The adoption of an exaggerated claim for competitive advantage, even if motivated by commercial considerations, cannot be countenanced under the regulatory regime.

21.5. In view of the foregoing, it is evident that the use of the expression “100% Atta” is misleading, factually incorrect, and violative of the principles governing fair advertisement. The explanations furnished by the Opposite Party fail to dispel the inherent ambiguity and deceptive potential of the claim, and are therefore rejected.

21.6. The use of the qualifier “100%” is absolute, unequivocal, and admits of no dilution or interpretative flexibility. The plea that the expression “100% Atta” or “100% Whole Wheat” is intended merely to signify that wheat flour is the “sole grain source” is misconceived and legally unsustainable.

22. The CCPA, after consideration of the submissions (oral and written) made by the Opposite Party as well as the findings recorded in the investigation report noted that –

22.1. Section- 2(28) of the Consumer protection Act, 2019 defines “misleading advertisement” in relation to any product or service to mean an advertisement:

- 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....thereof, would constitute an unfair trade practice; or
- iv) deliberately conceals important information.

22.2. Section 2 (47) of the Act defines ‘unfair trade practice’ as to the practice when for the objective of promoting the use or supply of any service, any person, adopts unfair or deceptive practice inter-alia any statement, whether orally or in writing or by visible representation including by means of electronic record which falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model [(Section 2(47) (b)] or represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have [(Section 2(47) (d)].

22.3. *Inter alia*, the Guidelines for Prevention of Misleading Advertisement and Endorsement of Misleading Advertisement, 2022 stipulates that an advertisement shall not contain statements or visual presentations which directly, or by implication, or by omission, or by ambiguity, or by exaggeration are likely to mislead consumers about the product advertised, or the advertiser, or about any other product or advertiser.

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

- 23.1.** contain truthful & honest representation of facts and shall not falsely describe products,
- 23.2.** An advertisement shall be considered to be valid and not misleading, if it does not mislead consumers by exaggerating the accuracy, scientific validity or practical usefulness or capability or performance or service of the goods or product
- 23.3.** The underlying object of consumer protection legislation is to empower consumers by ensuring access to complete, accurate, and transparent information, thereby enabling them to make informed choices. In furtherance of this objective, with the enactment of the Consumer Protection Act, 2019, the traditional doctrine of *caveat emptor* has undergone a marked transformation, giving rise to the principle of *caveat venditor*.

24. For the foregoing reasons, CCPA is of the considered view that the submissions made by the Opposite Party fail to rebut the findings of DG (Investigation) Report, along with its inadequate substantiation for the claims. Accordingly, the Authority finds no merit in the Opposite Party's contentions and upholds the observations and concerns recorded in the DG (Investigation) Report. Considering the claims made by the Opposite Party and the analysis and findings in the aforementioned paras, CCPA is of the opinion that it is also necessary to levy a penalty.

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

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

26. While the Food Safety and Standards (Labelling and Display) Regulations, 2020 permit a product containing the prescribed minimum threshold of whole wheat flour to be labelled as “Whole Wheat Bread”, the regulatory framework does not permits the representation of such product as “100% Whole Wheat Bread” where the product admittedly contains only 87% atta along with other ingredients. Such claims falsely represents the product and gives a false guarantee to mislead the consumers as to the nature, substance, quantity or quality of such product which violates the provisions of the Consumer Protection Act, 2019.

26.1. The CCPA is of the considered view that the expression “100% Whole Wheat Bread”, when coupled with the claim “No Maida”, conveys to an average consumer that the product is entirely composed of whole wheat flour, thereby creating a false and misleading impression regarding its composition and characteristics.

26.2. The explanation submitted by the Opposite Party, that the impugned claims were intended merely to communicate wholesomeness, is untenable and cannot justify a representation that has the tendency to deceive consumers. Acceptance of such reasoning would lead to absurd and impermissible consequences, enabling products with only a marginal proportion to say 5% of atta and no maida to be marketed as “100% Atta Bread”. Further, as per the website (<https://www.englishoven.co/about>) the Opposite Party is a company with revenue of more then USD 100 million and the customer far and wide in more 64 countries around the world.

26.3. Accordingly, the CCPA concludes that the impugned claims constitute misleading advertisements and unfair trade practice within the meaning of the Consumer Protection Act, 2019 and with affects consumers as a class.

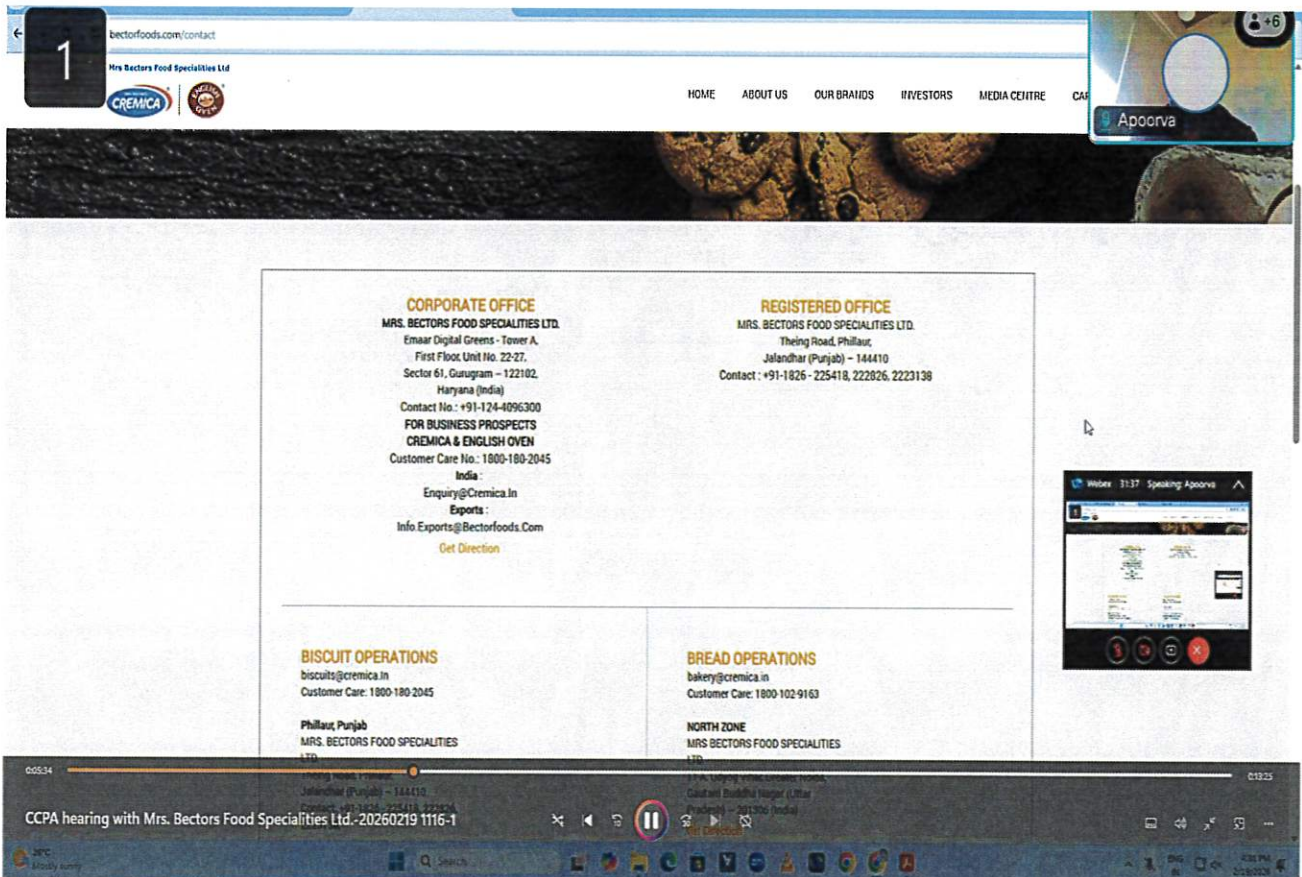
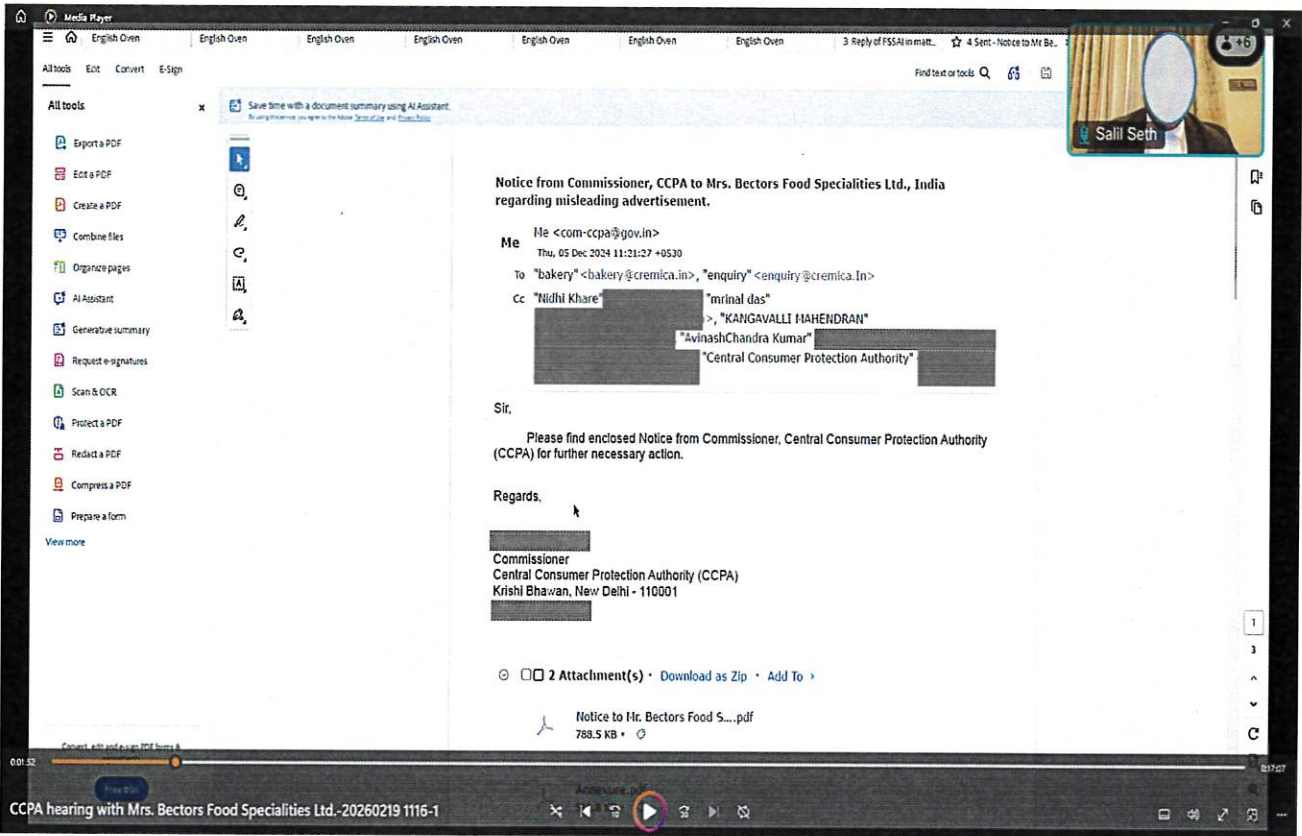
27. In view of the above, the CCPA hereby issues the following directions to the Opposite party:

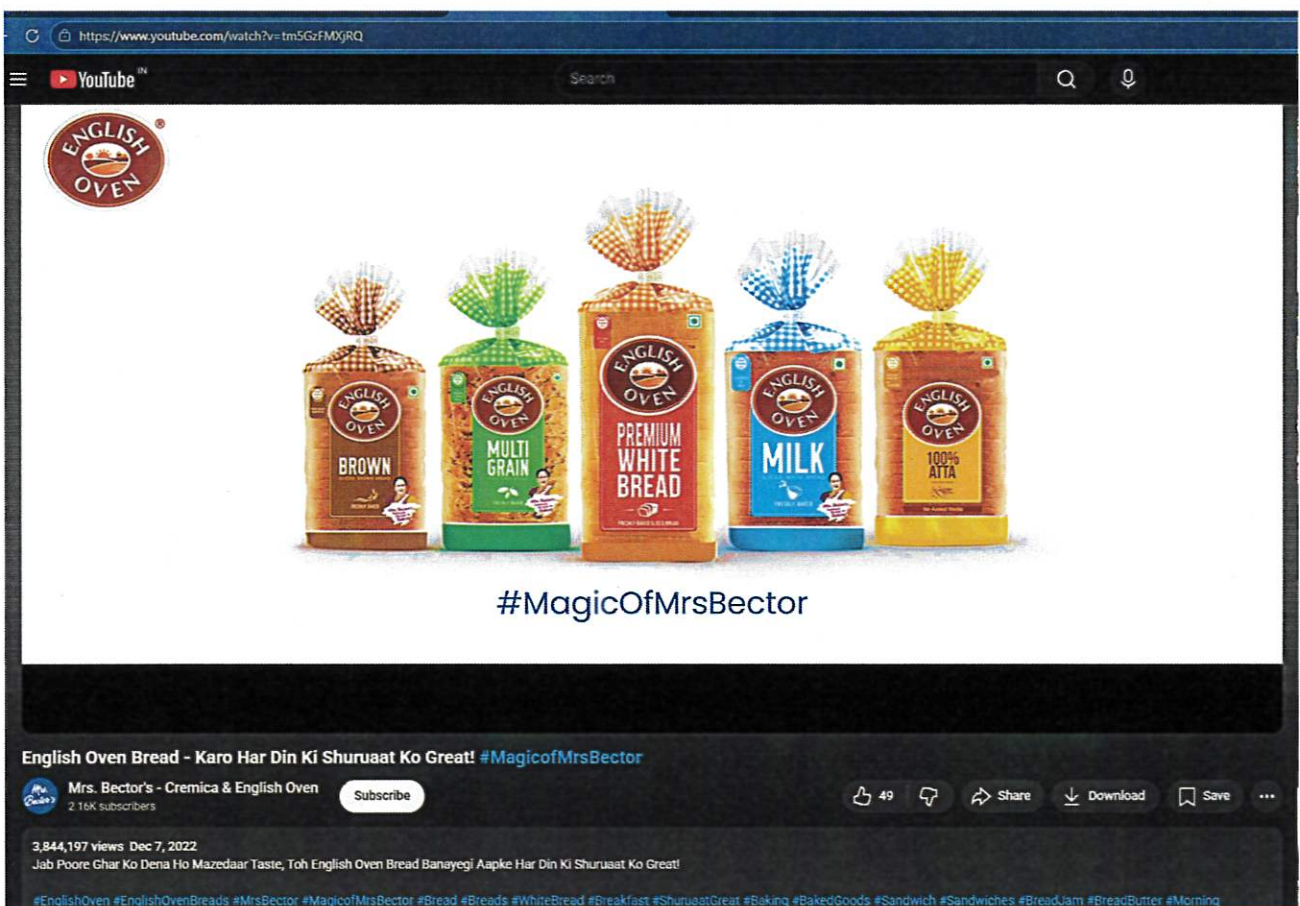
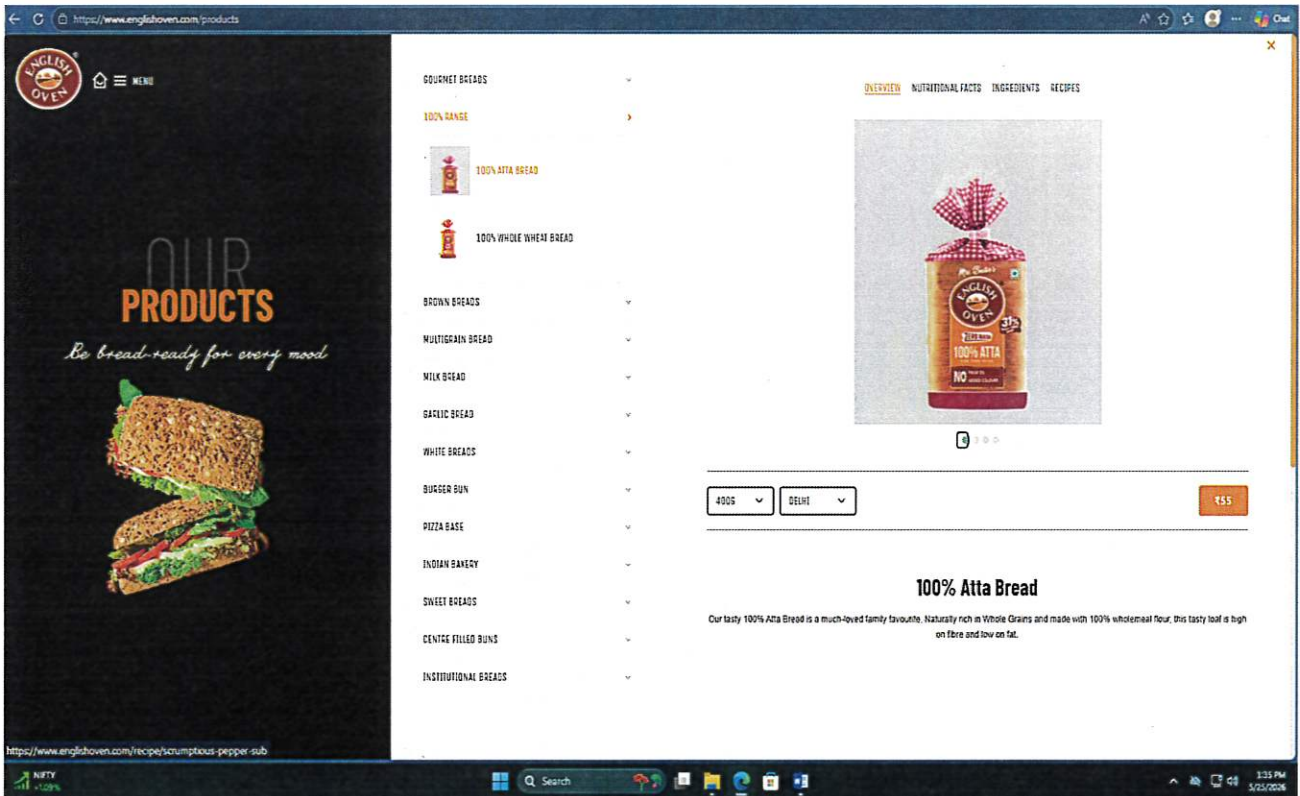
- i.** To discontinue the false and misleading advertisement with immediate effect from all print / electronic media including social media.
- ii.** The opposite shall pay a penalty of ₹ 1,00,000/- for indulging in misleading advertisement and unfair trade practice.
- iii.** The Opposite Party shall submit a compliance report to CCPA on the above directions within 15 days from the date of this Order.

28. The above order and directions are passed in exercise of the powers conferred upon CCPA under section 10, 18, 20, 21 of the Consumer Protection Act 2019.


(Nidhi Khare)
Chief Commissioner


(Anupam Mishra)
Commissioner





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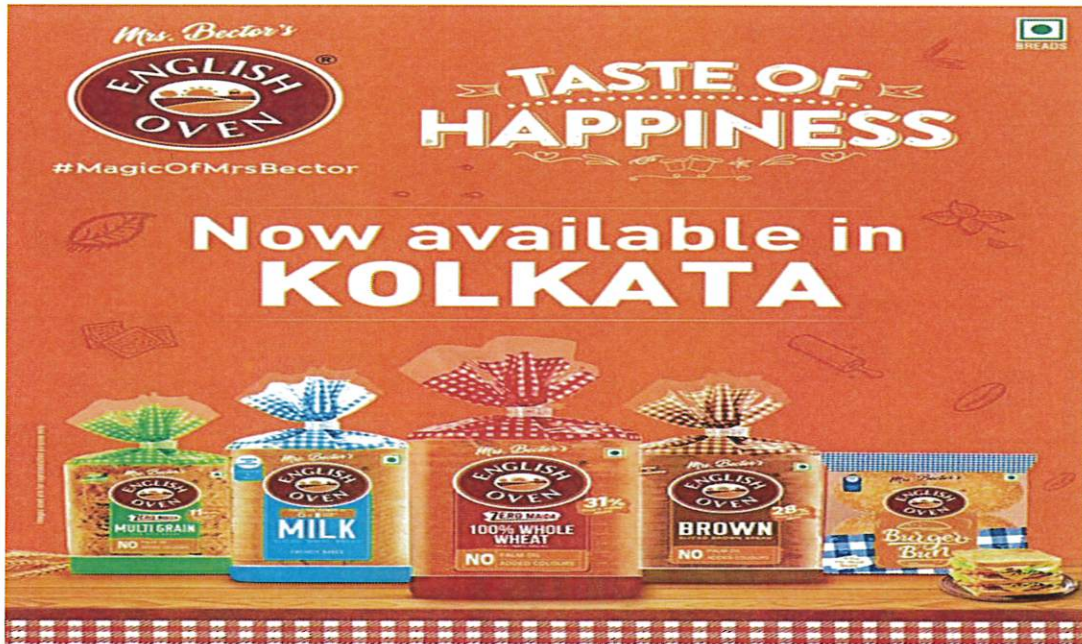
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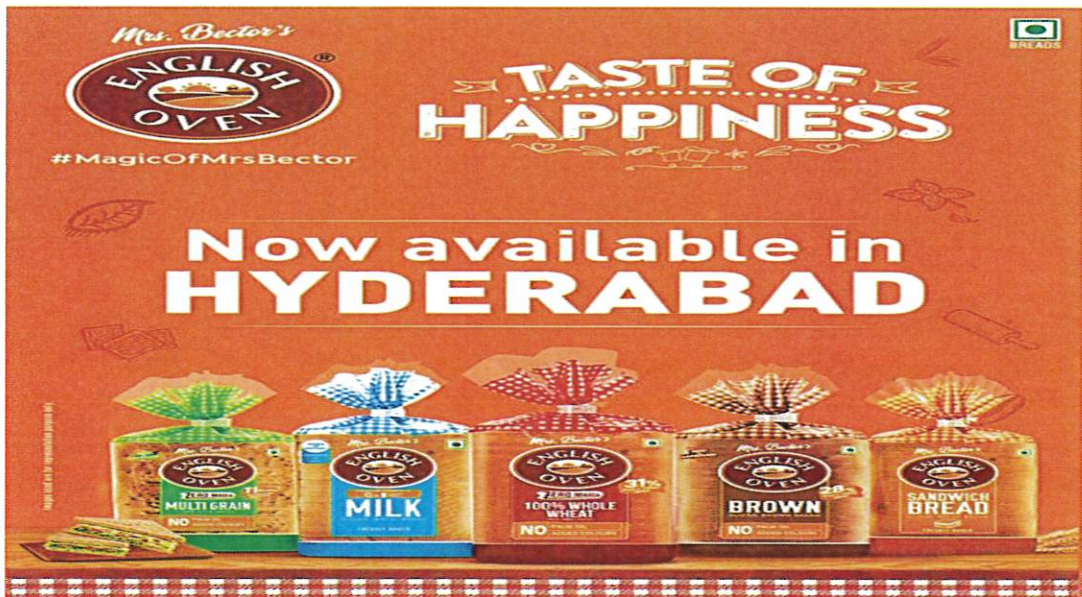
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