

CENTRAL CONSUMER PROTECTION AUTHORITY
Room No 365, Krishi Bhawan, New Delhi - 110001

F.No. CCPA-2/72/2026-CCPA [E-39921]

CORAM:

Smt. Nidhi Khare, Chief Commissioner, CCPA
Shri Anupam Mishra, Commissioner, CCPA

Appearance on behalf of Sunrise Foods

Shri Jeson Mathew, Partner of the Company
Shri Aakash Janghu, Ld. Counsel

Date: 28.10.2026

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 has come to the notice of the CCPA, pursuant to a complaint received from KMA Law Offices, Solicitors and Advocates, wherein it alleged the instances of rampant, deliberate, and systematic mislabelling of packaged bread products by several leading manufacturers and marketers which are as follows:

- 3.1. That the product marketed as "*100% Whole Wheat Bread*" by Sunrise Foods (hereinafter referred to as the Opposite Party) under the description "*Everyday 100% Whole Wheat Bread*" (hereinafter referred to as impugned product) which bears a claim relating to its whole-wheat composition without disclosing the percentage of whole wheat used in the product. **(Annexure – A)**
- 3.2. That the label fails to disclose the requisite grain composition, thereby depriving consumers of material information necessary to ascertain the actual composition of the product and to make an informed purchasing decision.
- 3.3. The aforesaid practice constitutes non-compliance with Regulation 2.6 read with Schedule II of the Food Safety and Standards (Labelling and Display) Regulations, 2020, and the disclosure requirements under Section 23(1) of the Food Safety and Standards Act, 2006.

3.4. That consequences of such misbranding extend beyond commercial deception and directly impinge upon public health and nutritional welfare. Mislabelled products may lead consumers particularly those with dietary restrictions or health-conscious preferences to unwittingly consume food high in refined carbohydrates and added sugars, thereby increasing the risk of obesity, Type-II diabetes, dyslipidemia, and cardiovascular ailments.

3.5. The concealment or falsification of ingredient data not only frustrates the consumer's ability to assess the product's nutritional merit but also amounts to a denial of the consumer's right to inform. It is also in consonance with the statutory objectives of the Consumer Protection Act, 2019, particularly under Sections 2(9) and 2(47), which recognize and prohibit unfair trade practices and misleading representations affecting consumer choice and well-being.

4. 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 claims in respect of its products marketed under the title *"Everyday 100% Whole Wheat Bread"*. The findings of the Preliminary Inquiry Report were:

- i. That the impugned product namely *"Everyday 100% Whole Wheat Bread"* under the Whole Wheat Bread category did not disclose the actual percentage of Whole Wheat Content in the list of ingredients.
- ii. Whereas Section 28 of the Consumer Protection Act, 2019 stipulates that *"misleading advertisement" in relation to any product or service, means an advertisement, which —*
 - (i) *falsely describes such product or service; or*
 - (ii) *gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or*
 - (iii) *conveys an express or implied representation which, if made by the manufacturer or seller or service provider thereof, would constitute an unfair trade practice.....*
- iii. Section 2(47) defines *"unfair trade practice"* means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:
 - (i) *making any statement, whether orally or in writing or by visible representation including by means of electronic record, which—*
 - (a) *falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model;*

(d) represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have;

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

- iv. The Regulation 2.6 “Labelling of various types of bread” under the Food Safety and Standards (Labelling and Display) Second Amendment Regulations, 2022 expressly stipulates that:

The nomenclature of various breads mentioned in column (2) shall comply with requirements mentioned in columns (3) and (4) of the table below: The relevant clause is highlighted below:

S. No. (1)	Name of Bread (2)	Specialty Ingredient (3)	Minimum amount of Specialty Ingredient as % of Flour (4)
1.	Whole Wheat Bread	Whole wheat flour (Atta)	Whole wheat flour should be at least 75%
2.	Wheat Bread or Brown Bread	Whole wheat flour (Atta)	Whole wheat flour should be at least 50%
3.	White bread	Refined wheat flour (Maida)	-
4.	Multigrain Bread	Food grains permitted under FSS (Food Product Standards & Food Additives) Regulations, 2011	Minimum 20% should be grains other than wheat*
5.	Specialty Bread	Specialty ingredient that must be present in case a prefix is added to the term “bread” on the label	
(a)	Milk bread	Milk solids	6%
(b)	Honey bread	Honey	5%
(c)	Cheese bread	Cheese	10%
(d)	Oatmeal bread	Oats	15%
(e)	Cracked wheat /Dhalia bread	Cracked wheat/Dhalia	15%
(f)	Bread with wheat germ	Wheat germ	2%
(g)	Egg bread	Edible Whole Egg solids	1.5%
(h)	Fruit bread or loaf	Candied Fruit	10%
(i)	Triticale bread	Triticale flour	20%
(j)	Rye bread	Rye flour	20%
(k)	Raisin bread	Raisins	10%
(l)	Bran bread	Edible Bran	5%
(m)	Protein enriched bread (Protein prachur bread)	Edible Protein	15% Protein
(n)	Bread such as Garlic bread, masala bread, oregano bread etc.	Garlic, Oregano etc.	2%
(o)	Bread with seeds such as flax seeds, sesame seeds, pumpkin seeds etc.	Flax Seeds, sesame seeds, pumpkin seeds etc.	5%

- 4.1. Thus, the perusal of Preliminary Inquiry Report, it was observed that in the absence of mandatory compliance, such representations undermine informed decision-making, and potentially compromise safety of health of consumers. Moreover, as per the aforesaid Regulation the wheat content to use the nomenclature “Whole Wheat” should not be below 75%. Thus, the impugned advertisement appeared to be misleading consumers and influencing their purchasing decisions to believe that the product comprised 100% Wheat-based Bread, whereas neither the content of wheat to use the nomenclature “Whole Wheat” and nor the basis of “100% Wheat-based” Bread is disclosed on the packaging.

5. Accordingly, considering the seriousness of the allegation and the potential adverse impact on the health of class of consumers, CCPA under Section 19(1) of the Consumer Protection Act 2019 read with Regulation 4(2) of CCPA (Submission of inquiry and investigation by the investigation wing) Regulations, 2021 issued Notice dated 16.07.2026 to the Opposite Party. The Notice called upon the Opposite Party to explain the basis for claiming and marketing the products as “100% Whole Wheat Bread” (**Annexure – B**) with reference to the applicable statutory and regulatory provisions and whether the use of the said claim on the product packaging possess characteristics or composition different from their actual formulation. The Notice further sought details of the quantity of units sold and revenue generated during the preceding two years. The copies of label approvals, declarations, packaging specifications, internal approvals supported by documentary and scientific evidence, substantiating the claims made on the product packaging and in advertisements. The Opposite Party was also required to furnish details of its internal compliance mechanisms under the Consumer Protection Act, 2019, the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022 and the Food Safety and Standards Act, 2006 and Regulations framed thereunder.

6. In response to the above Notice, the Opposite Party vide letter dated 29.07.2026 submitted that:

6.1. The product has always been manufactured in accordance with its approved formulation and applicable food safety requirements. The expression “100% Whole Wheat Bread” was used to indicate that the wheat flour component of the product consists entirely of whole wheat flour (atta) without the use of refined wheat flour (maida). It was intended to distinguish the product from breads manufactured using refined wheat flour and was never intended to represent that every ingredient of the finished product is whole wheat.

6.2. The Company has consistently maintained internal systems for formulation control, ingredient verification, artwork approval and regulatory compliance. As part of its continuing review of regulatory requirements and consumer information, the Company independently reviewed and approved the revised packaging artwork on 13th April 2026.

6.3. The quantity of units sold and revenue generated from sale of impugned product during FY 2024-25 and FY 2025-26 are as follows:

Particulars	Qty in Packets	Revenue
FY-2024-25	1,07,754	₹ 38,11,800/-
FY-2025-26	1,32,437	₹ 53,13,968/-

6.4. Historical product images appearing on certain e-commerce platforms may continue to display earlier packaging artwork uploaded at the time of listing creation. Such images are maintained by the respective platforms and may not immediately reflect subsequent packaging revisions. The Company has requested all its e-commerce partners to replace the historical images with the latest approved packaging mock-up.

- 6.5. The product representations are supported by the approved formulation, ingredient declaration, nutritional information and product specification maintained by, the Company. As part of its quality assurance programme, the Company has also decided to undertake periodic testing through an NABL-accredited laboratory at six-month intervals.
- 6.6. The documents enclosed as Annexures A to H collectively demonstrate the Company's product formulation, labelling approval process, artwork evolution, quality assurance system and voluntary packaging enhancements.
7. The reply submitted by the Opposite Party was examined by the CCPA and it was noted that:
- 7.1. Firstly, the Opposite Party agreed that it claimed "*100% Whole Wheat Bread*", however, it nowhere disputed the fact that it has not disclosed the percentage of Whole Wheat on the packaging of in the impugned product. Thus, it appeared to be blatantly deceiving consumers under the garb of "*100% Whole Wheat Bread*".
- 7.2. Secondly, it was evident from the annexures furnished by the Opposite Party that the impugned product has been marketed since 2011. In this regard, it is pertinent to note that the Food Safety and Standards Act, 2006, which came into force on 23.08.2006, had defined "*misbranded food*" under Section 3(zf) to include an article of food offered or promoted for sale with false, misleading or deceptive claims on its label or through advertisement. Further, the Consumer Protection Act, 2019, which came into force on 09.08.2019, expressly includes, within the ambit of "*misleading advertisement*" under Section 2(28), the deliberate concealment of important information. Accordingly, the prolonged marketing of the impugned product, coupled with absence of disclosure of correct percentage of whole wheat content, raised serious concerns regarding the adequacy of the claim on the impugned product's packaging.
- 7.3. Thirdly, the nature of an advertisement was required to be assessed with reference to its actual claim. The overall impression conveyed to an ordinary consumer, the characteristics and composition of the product, and the applicable statutory standards which mandates minimum 75% Whole Wheat content to use the nomenclature "*Whole Wheat Bread*" appeared to be misleading. Accordingly, the Opposite Party's assertion of due compliance in the absence of disclosure of percentage of whole wheat content does not preclude the CCPA from independently examining whether the claim in question are accurate, substantiated, and not misleading within the meaning of the Consumer Protection Act, 2019.
8. In light of the above, CCPA was satisfied that there exists a prima facie case as per Section 19(1) of the Act, which is:

“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 06.08.2026, CCPA forwarded the matter to DG (Investigation) CCPA.

9. After detailed investigation, the Investigation report dated 15.10.2026 was received from DG (Investigation) wherein the following were submitted:

- 9.1. It was observed that the Opposite Party markets its product under the name *“Everyday 100% Whole Wheat Bread”*, which, when viewed from the standpoint of an ordinary consumer, conveys an unequivocal representation that the product is entirely made from whole wheat flour. However, the product packaging did not disclose the percentage or proportion of whole wheat used in the product. Consequently, the consumers are not provided with sufficient information to ascertain the actual composition of the product before making a purchase.
- 9.2. During the investigation, comments were sought from Food Safety and Standards Authority of India (FSSAI) in respect of a similar matter concerning products marketed with the claim *“100% Whole Wheat Bread”*. FSSAI upon examination of the matter, made, inter alia, the following observations:
 - i. The products labelled and marketed with the claim *“100% Whole wheat Bread”*, is misleading, ambiguous and prone to misinterpretation.
 - ii. The use of the term *“100%”* in relation to food products is not permissible under the provisions of the Food Safety and Standards (Advertising and Claims) Regulations, 2018.
 - iii. Subsequently, FSSAI issued an Advisory dated 28.05.2025 advising FBOs to discontinue the use of the term *“100%”* on food product labels, packaging and promotional materials.
 - iv. Accordingly, the claim of *“100% Whole wheat Bread”* is not in compliance with the applicable regulatory provisions and the said Advisory.
 - v. The use of the term *“100%”* in isolation or conjunction with descriptors which is not defined or referenced in any regulation, 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.

vi. Accordingly, FSSAI opined that the said term is in contravention of FSS Act, 2006 and FSS (Advertising and Claims) Regulations, 2018 made thereunder.

- 9.3. From the observations and comments furnished by FSSAI, It is evident that the expression *"100% Whole Wheat"* is misleading and ambiguous and is liable to result in misinterpretation by consumers. The fact that the product may satisfy the applicable compositional requirement on a flour basis does not, by itself, validate the use of the expression *"100%"* in the manner in which it has been displayed and communicated to consumers.
- 9.4. It was further observed that, despite the FSSAI Advisory dated 28.05.2025 and issuance of the Show Cause Notice, the Company continued to display the claim *"100% Whole Wheat"* on third party ecommerce platforms. The Opposite Party's contention that such descriptions were not independently created by it does not, in the circumstances, satisfactorily explain the continued availability of the impugned claim to consumers, particularly where product specifications on such platforms are ordinarily sourced from the seller/ manufacturer. Thus, even after the regulatory position, the aforesaid claim continued to remain accessible to consumers creating a misleading impression regarding the nutritional attributes of the product and influencing the purchasing decision of the consumers.
- 9.5. It is pertinent to note that the Opposite Party's product has substantial market presence, as evidenced by the significant volume of packets sold and the revenue generated therefrom. In such circumstances, consumers reasonably rely upon the prominent representations made on the product packaging while making their purchasing decisions. Further, even upon examining the ingredient declaration, the packaging does not disclose the composition of the whole wheat used, thereby leaving the consumer without sufficient information to verify the impression conveyed by the prominent claim *"100% Whole Wheat"*.
- 9.6. The Opposite Party's initiation of steps at certain locations to change the nomenclature from *"100% Whole Wheat Bread"* to *"Everyday Wholewheat Bread"* is noted as a measure towards prospective compliance. However, such subsequent or partial corrective action does not absolve the Company of liability arising from the period during which the misleading claim was used and communicated to consumers. The Opposite Party has also not furnished the exact quantity of packets bearing the impugned claim remaining in circulation or provided a definitive timeline ensuring complete withdrawal of such packaging from the market. The stated introduction of revised packaging from 10.08.2025, therefore, cannot extinguish or retrospectively cure the contravention committed during the preceding period.
- 9.7. The above position is further supported by recent enforcement action undertaken by FSSAI in respect of M/s Dabur, wherein FSSAI directed prohibition of the sale of food products carrying misleading *"100%"* claims and directed the concerned FBO to cease the use of such claims. This demonstrates that FSSAI has consistently viewed unqualified or misleading *"100%"* claims in relation to food products as a matter warranting regulatory intervention.

- 9.8. Sunrise Foods is in violation of Section 2(28) of the Consumer Protection Act, 2019, as it has represented the product as *"100% Whole Wheat Bread"*. The said representation misleads the consumers regarding the composition of the product and influences the purchasing decision of the consumers.
- 9.9. The aforesaid conduct also constitutes an unfair trade practice under Section 2(47) of the Consumer Protection Act, 2019, as the Company has adopted a representation which deceives and misleads consumers with respect to the composition and characteristics of the product. The prominent use of the expression *"100%"*, coupled with non-disclosure of the composition of ingredients used in the product, reinforces consumer deception.
- 9.10. Additionally, the conduct of the Company is in infringement of the consumer rights recognized under Section 2(9) of the Consumer Protection Act, 2019, particularly the right to be informed regarding the quality, quantity, purity, standard and other characteristics of goods. By prominently displaying *"100% Whole Wheat"*, the Company has failed to provide consumers with clear and unambiguous information necessary for making an informed purchasing decision.
- 9.11. The aforesaid claim is in violation of Regulation 4(1) of the Food Safety and Standards (Advertising and Claims) Regulations, 2018, which requires claims relating to food products to be truthful, unambiguous and not misleading. The use of the expression *"100%"*, in the manner in which it has been represented to consumers, is inconsistent with the overall composition of the product and is therefore liable to mislead consumers.
- 9.12. The Company's use of the claim *"100% Whole Wheat"* is further in contravention of Clauses 4(1) and 12(d) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, as the claims regarding the product's composition misleads the consumer. The advertisement is accordingly non-compliant with the aforesaid Guidelines.
- 9.13. The non-disclosure of the net quantity of the ingredients used, particularly the quantity of whole wheat used in the product, on the product packaging raises serious concerns and constitutes a violation of Section 18 of the Legal Metrology Act, 2009, read with the applicable provisions of the Legal Metrology (Packaged Commodities) Rules, 2011
- 9.14. The label omits disclosure of grain composition, thereby further constituting non-compliance with Regulation 2.6 and Schedule II of the Food Safety and Standards (Labelling and Display) Regulations, 2020, and amounting to non-disclosure of mandatory information under Section 23(1) of the parent Act.
- 9.15. Henceforth, a case relating to the violation of consumer rights and misleading advertisement under the Consumer Protection Act, 2019 is established.

10. In view of the findings in the DG (Investigation) Report, the CCPA vide letter dated 24.09.2026 shared the investigation report with the Opposite Party to furnish their comments, if any. Thereafter, a hearing was scheduled on 23.10.2026.

11. The Opposite Party vide letter dated 03.10.2026 submitted its following comments on the DG Investigation Report:

- 11.1. Under Regulation 2.6 of the Food Safety and Standards (Labelling and Display) Regulations, 2020, bread classified or sold as "Whole Wheat Bread" must contain a minimum threshold of 75% Whole Wheat Flour (Atta) on a flour basis. Accordingly as per the Company's verified batch production formulation, Whole Wheat Flour (Ata) constitutes 96.3% of the total flour-related inputs (65 kg Whole Wheat Flour out of a total flour component of 67.5 kg. which includes 2.5 kg Wheat Gluten).
- 11.2. The Company approved revised packaging artwork to "Everyday Whole Wheat Bread" on April 13, 2026, removing the term "100%". Following technical fine-tuning, the final production artwork was approved on August 3, 2026, packaging supply was received on August 9, 2026, and the updated product was introduced into the market on August 10, 2026.
- 11.3. On the updated production artwork, the Company declares "Whole Wheat Flour (Atta) (64%)". This figure represents the weight of whole wheat flour relative to the total net weight of the final baked product. This is distinct from the 96.3% flour ratio calculation used in manufacturing inputs. The presence of both calculations confirms that the Company has provided transparent disclosures rather than concealing information.
- 11.4. The Opposite Party's functions primarily as regional manufacturer and supplier Product Listing's, tiles, and images hosted on third-party quick-commerce platforms (such as BigBasket, Zepto, and Blinkit) are maintained independently.
- 11.5. It has officially communicated with its e-commerce trading partners, issuing formal requests and supplying updated product artwork mock-ups to replace historical images and listing titles.

12. During the hearing held on 23.10.2026, Shri Jeson Mathew, representative of the Opposite Party and their Ld. Counsel Shri Aakash Janghu, appeared for the hearing and submitted the following:

- 12.1. That the expression "100%" is intended to convey that the wheat content of the product is unadulterated and that the product does not contain refined wheat flour (maida), unlike other products available in the market.
- 12.2. The product contains 64% whole wheat, while the remaining 36% comprises other ingredients, including grains and other constituents. The claim of "100%", as made by the Opposite Party, is required to be examined with reference to the applicable minimum whole-wheat content threshold of 75% and the basis on which the said percentage is calculated from 75% of Wheat content criteria.

- 12.3. The Opposite Party's interpretation is that the claim of "100%" would be justified if the entire wheat component within the prescribed 75% threshold comprised whole wheat, notwithstanding the presence of other ingredients in the finished product. The acceptability of such an interpretation, must be determined in light of the composition of 75% of wheat content, rather than solely on the basis of the method of calculation wheat in the total composition.
- 12.4. The claim of "100%" can, at best, be assessed with reference to the proportion of whole wheat within the relevant 75% compositional threshold prescribed by the FSSAI. For the avoidance of doubt, if the entire 75% component consist exclusively of whole wheat, the Opposite Party is entitled to contend that its claim of "100%" is justified within that specifically defined component.
- 12.5. That FSSAI does not mandate disclosure of the percentage of ingredients on product packaging, and that the Food Safety and Standards (Labelling and Display) Second Amendment Regulations, 2022, prescribe a minimum wheat content of 75% on a flour basis only.
- 12.6. Inter-alia, the artwork of the impugned product was revised with effect from 13.04.2026 and that, thereafter, communications were issued to its quick-commerce platform partners such as Blinkit, Zepto, Swiggy Instamart, directing them to take down the impugned advertisements from their respective platforms.
- 12.7. The Opposite Party further unequivocally assured that the impugned packaging of the product had been withdrawn and removed from the listings of all its quick-commerce partners, thereby ensured that the same is no longer be offered, displayed, or made available for sale through any such platform.
13. 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:
- 13.1. During the course of the hearing, the CCPA displayed the Gazette Notification contained Regulation 2.6, titled "*Labelling of Various Types of Bread*," under the Food Safety and Standards (Labelling and Display) Second Amendment Regulations, 2022. The said Regulation provision mandates that, for a bread product to be displayed as "*Whole Wheat Bread*," the special ingredient, namely whole wheat flour, must constitute at least 75% of the prescribed composition. Accordingly, the use of the nomenclature "*Whole Wheat Bread*" is expressly subject to and conditional upon, strict compliance with the aforesaid mandatory compositional threshold.
- 13.2. In the present matter the product admittedly contains only 64% whole wheat (as has been stated during the hearing and which it has not disclosed on the packaging of the impugned product), while the remaining 36% comprises other ingredients, including grains and other constituents. In these circumstances, the Opposite Party's claim with a prefix of "100%" is prima facie misleading, insofar as it conveys the impression that the product comprises "*100% Whole Wheat*", whereas the

disclosed composition demonstrates otherwise. Additionally, where the product contains only 64% whole wheat in its overall composition, the Opposite Party cannot legitimately extend such a limited or component-specific claim to the product as a whole without clear, adequate, and unambiguous disclosure of the basis of calculation.

- 13.3. Upon being enquired by the CCPA, during the course of the hearing, to display documentary evidence through screen sharing substantiating the purported amendment of the product artwork with effect from 13.04.2026, the learned Counsel submitted that the revised artwork had, in fact, been implemented only from 03.08.2026. The said submission, however, did not satisfactorily explain the continued availability of the impugned packaging in the market subsequent to the claimed implementation of the revised artwork.
- 13.4. The Opposite Party assurance to the CCPA that the impugned packaging of the impugned product had been withdrawn and removed from the listings of all its quick-commerce partners, thereby expressly holding out that the impugned packaging is no longer being displayed, offered, or made available for sale through any such platform. However, the said representation was demonstrably belied by the contemporaneous material placed before the CCPA during date and time of the hearing. Upon live screen-sharing of the quick-commerce platforms such as Blinkit and Zepto, the CCPA itself observed that the impugned advertisement / packaging continued to be displayed on such platforms even as on the date and time of the hearing. This live verification by the CCPA establishes a continuing discrepancy between the Opposite Party's categorical assurances and the actual market position, thereby rendering its submission of complete withdrawal wholly inconsistent with the facts verified during the proceedings. **(Annexure – C)**
- 13.5. This contemporaneous observation materially undermines the Opposite Party's assertion regarding the implementation of corrective measures and raises serious concerns regarding the effectiveness of the steps allegedly taken to discontinue the impugned packaging. The continued online display and availability of the product bearing the impugned packaging, inspite the purported revision of artwork, prima facie indicate that the corrective measures claimed by the Opposite Party had not been effectively implemented across its sales partners.
- 13.6. The CCPA noted that the prominent depiction of the claim "*100% Whole Wheat Bread*", despite the admitted position that the product contains only 64% Whole Wheat (as has been stated during the hearing and which it has not disclosed on the packaging of the impugned product), even though the aforesaid Regulation stipulates for minimum ingredient of 75% of Whole wheat flour to claim the name as "*Whole Wheat Bread*".
- 13.7. That there is no provision of making a claim for using the prefix "*100%*" before the term "*Whole Wheat*" under the Food Safety and Standards (Advertising and Claims) Regulations, 2018. Additionally, falsely claiming the product as "*100% Whole Wheat*" is therefore misleading under the Consumer Protection Act, 2019.

- 13.8.** 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.
- 13.9.** On being queried by the CCPA with regard to the purpose of the claims *"100% Whole Wheat Bread"* and the additional description *"No Maida"*, the Opposite Party reiterated that the same was intended to convey a sense of wholesomeness associated with *"100% whole wheat bread"* and was calculated based on 75% of the prescribed criteria.
- 13.10.** 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% Whole Wheat Bread,"* which would be misleading.

It is imperative to note that the Opposite Party had through advertising claims, prominently employed the numerical expression *"100%"* as a central element of its promotional strategy wherein *"Whole Wheat"* 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.

14. 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:

- 14.1.** 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 *"Whole Wheat Bread"* does not imply that exaggerated or absolute claims are permissible. Thus, the use of superlative or absolute qualifiers mislead consumers.
- 14.2.** The SOP of the Opposite Party as per their own submissions that it has consistently maintained internal systems for formulation control, ingredient verification, artwork approval and regulatory compliance, and that it independently reviewed and approved the revised packaging artwork, does not adequately address the deficiencies in the impugned product labelling. On the contrary, the SOP and compliance documents furnished by the Opposite Party itself indicate that the claims made on the product packaging, including the final artwork, were subject to scrutiny and approval by its Quality Assurance/Regulatory Department.
- 14.3.** Further, the label verification checklist expressly envisages verification of the product name and ingredient declaration, while the compliance checklist requires scrutiny of the product name, ingredient list and approved artwork. Notwithstanding these prescribed internal controls, the impugned product was marketed as *"100% Whole Wheat Bread"* without adequate disclosure of the relevant proportion of whole wheat used, as alleged in the present proceedings.

- 14.4. 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% Whole Wheat Bread” to mean that the product is entirely composed of Wheat. It was found that where the applicable standard prescribes a minimum threshold for whole wheat content of 75% to use nomenclature of product as “Whole Wheat Bread” and not with prefix of “100% Whole Wheat Bread”. A mere assertion of adherence to the applicable labelling regulations, without the specific claim satisfies the prescribed compositional standard in itself, constitutes misleading advertisement.
- 14.5. It is extremely difficult for an ordinary consumer of average intelligence, possessing no specialized knowledge and relying upon ordinary visual perception, to distinguish the material discrepancy between the prominent representations of “100%” displayed on the front of the packaging and the absence of percentage of whole wheat in the list of ingredients. The Opposite Party has further aggravated this disparity through the use of differing relative prominence, placement and manner of presentation, thereby rendering the qualification or limitation contained in the ingredient declaration virtually imperceptible to the naked eye of an ordinary consumer.
- 14.6. The impugned packaging, when viewed as a whole and from the standpoint of an ordinary consumer, is calculated to create a misleading impression as to the actual composition of the product. The disclosure of the material qualification in a much smaller font size on the reverse side cannot, cure, neutralize or override the misleading and unequivocal representation prominently made on the front. Such a mode of presentation undermines the consumer's ability to make an informed purchasing decision and constitutes an unfair and deceptive mode of representation on the part of the Opposite Party.
- 14.7. In relation to the claim “Everyday 100% Whole Wheat Bread”, the CCPA observes that the prefix “100%”, when read in conjunction with the reference to a *Whole Wheat Bread* and the product nomenclature jointly displayed as “Everyday 100% Whole Wheat Bread” in the absence of disclosure of percentage of whole wheat in list of ingredients, conveys with strong force / and weightage an implied representation regarding the product's dietary suitability or health-related attributes. The fact that the claim of “100%” is couched in general or promotional language does not, in itself, exclude it from scrutiny to determine whether it is accurate, adequately substantiated and consistent with the applicable Regulations and such representations portrays to make misleading representation concerning the need for, or the usefulness of impugned product and as a substitute to the natural food. Thus, constitutes unfair trade practice under Section 2(47) of the Consumer Protection Act, 2019.

14.8. The impugned products sold under its brand name *"Everyday 100% Whole Wheat Bread"* and is accessible throughout multiple quick commerce platforms having far outreach. Therefore, the adoption and use of the claim on the impugned products is prima facie dishonest, deliberate, mala fide and solely motivated to take advantage of the goodwill and reputation attached to the said product of the Opposite Party and to create confusion in the minds of unwary consumers.

14.9. In view of the foregoing, it is evident that the use of the expression *"100% Whole Wheat"* 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 therefore rejected.

14.10. The use of the qualifier *"100%"* is absolute, unequivocal, and admits of no dilution or interpretative flexibility. The plea that the expression *"100% Whole Wheat"* is intended merely to signify that wheat flour is the *"sole grain source"* is misconceived and legally unsustainable as it falsely describes the product falls under the purview of Section 2(28) of the Consumer Protection Act, 2019.

15. 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 –

15.1. Section 2(1) of the Consumer protection Act, 2019 defines:

(1) *"advertisement" means any audio or visual publicity, representation, endorsement or pronouncement made by means of light, sound, smoke, gas, print, electronic media, internet or website and includes any notice, circular, label, wrapper, invoice or such other documents.*

15.2. 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*
- iii) conveys an express or implied representation which, if made by the manufacturer or seller....thereof, would constitute an unfair trade practice;*

15.3. 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))].

15.4. *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.

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

16.1. contain truthful & honest representation of facts and shall not falsely describe products,

16.2. An advertisement and disclaimer 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

16.3. 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*.

17. 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 permit the representation of such product as "*100% Whole Wheat Bread*" where the product admittedly contains only 64% Whole Wheat 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.

17.1. The CCPA is of the considered view that the claim of "*100% Whole Wheat Bread*", unequivocally conveys to an average consumer that the impugned product is composed entirely of whole wheat flour, thereby creating an unambiguous, categorical and misleading impression as to its actual composition, quality and characteristics. However, the actual whole wheat content of the impugned product is only 64%, (as has been stated during the hearing and which it has not been disclosed on the packaging of the impugned product), also which falls below the prescribed threshold even for the use of the nomenclature "*Whole Wheat*", let alone the emphatic and absolute representation "*100% Whole Wheat*".

17.2. The Opposite Party has, therefore, not merely overstated the proportion of whole wheat in the impugned product but has also employed a product nomenclature that is, on the stated facts, inconsistent with the prescribed compositional requirement.

The impugned representation is consequently misleading on two distinct and independent counts: firstly, by falsely representing the product as containing “100% *Whole Wheat*” when its actual whole wheat content is only 64% and secondly, by employing the nomenclature “*Whole Wheat*” itself despite the product allegedly failing to satisfy the prescribed threshold for its use.

- 17.3. The scope of the Consumer Protection Act, 2019, is not confined to determining whether a product meets a minimum compositional standard; it extends to analyzing false or misleading representations and the concealment of material information. Accordingly, the Opposite Party's reliance on the absence of a general percentage-disclosure requirement and on the prescribed 75% wheat-content threshold does not, conclusively answer the question whether the impugned product name and associated labelling comply with the applicable consumer protection law.
- 17.4. The existence of an internal compliance mechanism cannot, by itself, absolve the Opposite Party of its statutory obligations under the Consumer Protection Act, 2019. Rather, where the Opposite Party's own documented procedures specifically require verification of the very particulars were found to be deficient. The discrepancy between the prescribed verification requirements particularly as to the product name/packaging and associated claims which are important to a consumer's understanding of the product's composition and influence their purchasing decision. Thus, constituted a material circumstance in determining the contravention in the impugned representation w.r.t. the provisions of the Consumer Protection Act, 2019.
- 17.5. Additionally, as per the data furnished by the Opposite Party, it sold 1,07,754 packets of the impugned product during the financial year 2024–2025, generated revenue of ₹38,11,800/-, and 1,32,437 packets during the financial year 2025–2026, generated revenue of ₹53,13,968/-. Further, during the course of the hearing, the Opposite Party submitted that approximately 2,000 packets of the impugned product are sold per day. On that basis, the estimated sales for 205 days of the financial year 2026–2027, up to the relevant date of hearing, would amount to approximately 4,10,000 packets, with an estimated total corresponding value of ₹2,25,50,000/- and with a value of ₹ 55/- per packet.
- 17.6. The foregoing figures, as disclosed by the Opposite Party itself, demonstrate the substantial volume of sales and the significant commercial reach of the impugned product. The scale of such sales is a material consideration in assessing the potential extent of consumer exposure to the representations made on the product packaging and the consequential implications of any alleged deficiency in mandatory disclosures. The wider the market reach and the greater the number of consumers exposed to a product which concealed important information, falsely described the impugned product, the greater the potential impact of any misleading claim of material information.

17.7. Inter-alia, 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% Whole Wheat Bread"*.

17.8. 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.

18. 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.

19. 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.

20. 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.

21. 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.

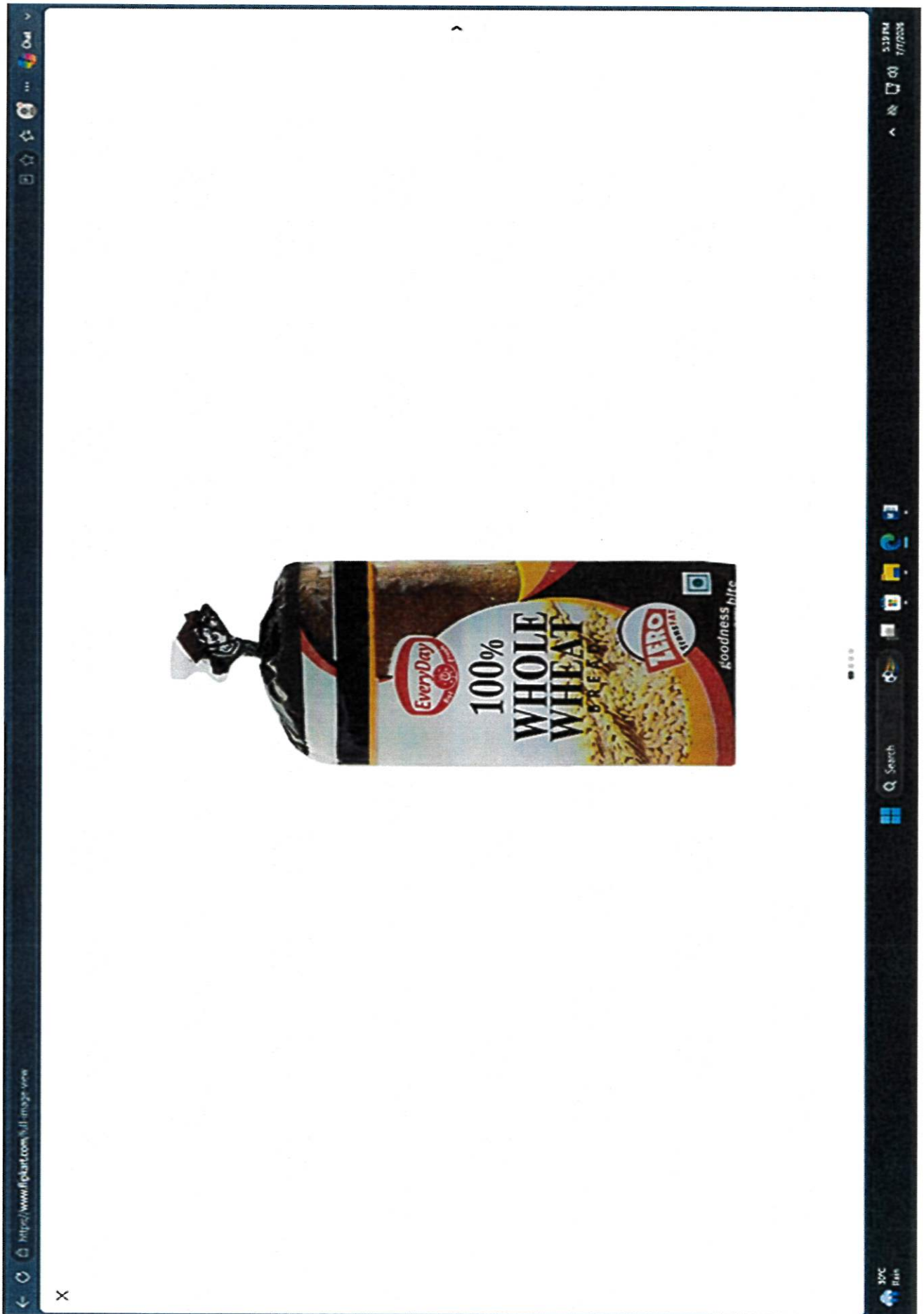


(Nidhi Khare)
Chief Commissioner



(Anupam Mishra)
Commissioner







"EVERYDAY 100% Whole Wheat Bread" is made with whole grain wheat. It is soft and delicious with a mild wheat taste. One slice of "EVERYDAY 100% Whole Wheat Bread" provides an excellent source of folic acid, calcium and vitamin-D.

The health benefits of whole grains

- prevents Heart Failure
- maintains a healthy body weight
- reduces risk of metabolic syndrome
- substantially lower type 2 Diabetes risk
- helps Prevent Gallstones
- promotes Women's Health and Gastrointestinal Health
- protective against Breast Cancer
- protective against Childhood Asthma

fssai

Lic No. 13815912000040

INGREDIENTS: Whole Wheat Flour, Wheat Bran, Gluten, Sugar, Yeast, Salt, Edible Vegetable Oil, Soya Flour, Emulsifier (INS 471, 481(I), Preservative (INS 282), Condensed Milk, Antioxidant (INS 300), Improver (INS 1100), Acidity Regulator (INS 260).

Manufactured by : Sunrise Foods
Plot #75, IDA Mallapur, Hyderabad - 500 076.

For any comments or complaints call
Customer Care No. 9700 00 5161
email us at "hyderabad@sunrise.co@gmail.com"



NET WEIGHT : 450g

MRP (INCL. OF ALL TAXES)

Use by date :

Batch No. :

← ↻ 🔒 <https://www.flipkart.com/full-image-view>

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bigbasket.com/pd/40306800/everyday-100-whole-wheat-bread-400-g/

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Shop by Category ▾

Exotic Fruits & ...

Tea

Ghee

Nandini

Fresh Vegetables >>

Smart basket

Delivery in 10 mins
Select Location



Login/Sign Up

Home / Bakery, cakes & dairy / Breads & buns / Brown, wheat & multigrain

Share on   



Everyday

Everyday Whole Wheat Bread, 400 g

Price: ₹55 (₹13.75 / 100g)
(inclusive of all taxes)

⚡ 10 MINS

Add to basket

♡ Wishlist



