

Pandemic's legal wrath: Assessing the legal compliance issues faced by the food and non-food retail sectors

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Abstract- The COVID-19 pandemic has affected every aspect of life. When it comes to business, the pandemic has particularly been harsh. While sale and profit graphs depicted a sharp dip for some sectors, other sectors faced an exponential rise in customer demand, owing to the nature of products. Items of daily use, hygiene, and other retail products were sold more during the pandemic-led lockdown. While this had a positive impact on profits in retail industries, at the same time, it opened a can of worms with legal implications and compliance issues. Much like the pandemic, the legal issues it brought were also complex. This paper attempts to critically discuss the major compliance issues in retail contracts *inter alia* other allied and ancillary legal challenges faced by the retail business. The paper will also attempt to present recommendations for effective compliance of legal standards for the ease of business while also assessing the post-pandemic challenges and combatting mechanisms. Since the pandemic did not affect all sectors homogenously, this paper will delineate the impacts on food and non-food sectors.

Keywords— retail contract, *force majeure*, Non-disclosure agreement, pandemic, food sector, arbitration

I. INTRODUCTION

The COVID-19 pandemic brought with it multiple challenges, some evident and others latent; some were direct, while others were ancillary and indirect. Precautionary lockdowns were imposed by countries worldwide, India being no exception. While this was effective in the containment of the spread of infection, it also had direct and indirect impacts on other sectors. The government orders for shutdown applied to all retail stores, except those selling essential food and medicine. This posed two-fold challenges: first, the reduction of sale of non-essential products and, second, the “scarcity effect” (Hamilton et al., 2019) which hit grocery, food, and medicines retail industries. Resultantly, labours engaged in the production, package, and distribution of such products were both overburdened and overworked to meet the market demands. This leads to not just contract-based issues on product delivery but also labour-centric legal issues which need to be addressed.

It is important to note that the pandemic did not impact all the retail sectors equally. While the demand for some products such as grocery, food items, and items of daily use grew, non-food products were not as highly demanded. This is substantiated by statistics as well (Fig. 1). For instance, the US Census Bureau noted a drop of 89.3% in clothing retail sales and a rise of 13.2% in sales in grocery stores (USCB, 2022). In India, for instance, the Retailers Association of India

noted a decline of 80 to 100% in non-grocery stores (Khaled et al., 2020). Shutting down of physical stores led to a rise of e-commerce. With this emerged nuanced legal issues. E-contracts entered into between the seller and buyers lead to multiple issues on contract performance as well as

dispute resolution. These issues include aspects of not just consumer law but also arbitration, contract, and e-commerce laws. This paper attempts to discuss these legal issues revolving around the retail sector during the pandemic. While critically assessing the sector from a legal lens, the author also attempts to propose recommendations for the post-pandemic resuscitation and functioning of the food and non-food retail sectors.

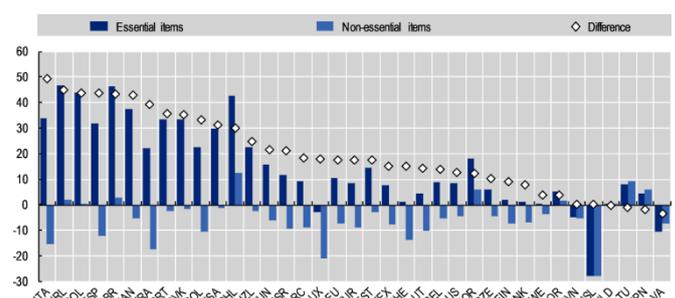


Figure 1: Change in demand for essential versus non-essential retail goods (Growth of Google searches for retail items between April 2019 and April 2020)¹

¹ Table copied from OECD Report available at: https://read.oecd-ilibrary.org/view/?ref=134_134473-kuqn636n26&title=COVID-19-and-the-retail-sector-impact-and-policy-responses. The graph depicts patterns of product searches by customers, data being collected from Google. Customers reportedly searched for more essential products than non-essential ones. The

essential products are grocery and food products, pharmacy products, and electronics. Non-essential products are luxury predicts, travel and luggage products, gifts, apparel, and furnishing.

II. SECTOR BACKGROUND

Before discussing the issues, it would be important to set a background of the business sector that is in the scene as well as the legal framework applicable to the sector.

A. Mapping the overall retail sector

Black's Law Dictionary, defines retail as the "sale of goods or commodities to ultimate consumers, as opposed to the sale for further distribution or processing" (Garner, 1999). The retail sector comprises department stores, specialty stores, supermarkets, convenience stores, discount stores, etc. Broadly the retail sector can be classified as an organized sector, which is company-owned, and unorganized, which is owned by a single owner (Gurjar & Bhattacharya, 2016). The retail sector also includes resale activities. Much as its importance, the pandemic's impact on the sector is also substantial. The OECD report on COVID-19 and the retail sector: impact and policy responses assigns this to the sector being an "economic heavyweight" (OECD, 2020). While India is not a part of the OECD group, this still remains valid for the Indian economy, 10% of which is dependent on organized and unorganized retail sectors (IBEF, 2021). This makes it important for retailers to have a sound know-how of the legal framework governing the retail business. This is even more important given the challenges posed by the pandemic. The sector is "labour-intensive" which means the pandemic poses challenges that go beyond product delivery and supply chain (Bent & Freathy, 1997). The Indian retail market with over 15 million retailers, contributes substantially to the economy (Khaled et al., 2020). It also employs a substantial part of the population, hiring around 40 to 50 million Indians in national commercial sectors and around 6 million Indians in international commercial sectors (IBEF, 2021).

B. Mapping the food sector in India

The effect of the pandemic was felt differently by different sectors. This majorly depended upon the nature of products that the sector produced, distributed, and supplied. With the initial lockdown, customers stocked food products due to the sheer uncertainty and lack of clarity regarding government orders and their application. The food and grocery segment accounts for almost 66% of the retail spend in toto (Invest India, 2022). E-grocery segment, a relatively new sector has been reaching new heights, with around 23 million users being served in 2020 (IBEF, 2021). A joint report by the Confederation of Indian Industry (CII) and Grant Thornton, predicts India's consumer market to be the fifth-largest in the world by 2025. India is projected to become the world's fifth-largest consumer market by 2025 and the largest consumption is that of food and beverages (Thornton & CII, 2021).

III. LEGAL BACKGROUND FOR RETAIL SECTOR

This section will discuss the legal framework that applies to the retail sector in two parts, first, which notes down the general framework applicable to all retail sectors [A], and; second, which highlights food sector-specific development [B]. The developments will be discussed in light of the pandemic.

A. Legal framework for all retail sectors

While there is no specific legal framework for the retail sector, contract law, competition law, consumer protection law, intellectual property, employment laws, tax laws, foreign exchange laws. Two main contracts/agreements govern the contractual agreements in the retail sector. These are:

- i. Retail contracts and;
- ii. Service level agreements ('SLAs').

i. Retail contracts

Retail contracts are legal contracts between a buyer and seller. They highlight the transaction details of retail goods purchased by the buyer. Apart from a description of the goods sold, the contract also mentions the details of payment, delivery, and dispute resolution. Legal compliance issues could erupt in all multiple areas. To list them explicitly retail contracts have to comply with the contractual standards as set by the Indian laws with regard to:

- Payment
- Product description
- Delivery
- Dispute resolution

Components of a retail contract: Any retail contract, like any other service contract, includes two contracting parties entering into an agreement for performance. Such performance is promised by the seller and on the receiving end is the buyer. All retail contracts should have the basic elements that make a valid contract. Additionally, retail contracts will also include details of both seller and buyer along with detailed descriptions of the goods for delivery. More importantly, retail contracts include a detailed description for the resolution of the dispute. It is important to discuss the specific components of a retail contract, namely:

- a. Force Majeure clause and;
- b. Arbitration clause.

a. Force Majeure clause and the pandemic

In almost all agreements that include the delivery of products or services, the chances of non-performance cannot be ruled out. The Indian Contract Act under S. 56 is relevant in this regard where the said provision qualifies an agreement to do an impossible act as void. A task may be impossible *ab initio*, for instance, due to the illegality of the nature of the task agreed to perform. Additionally, the frustration of the contract due to reasons of developments at a later stage is also accepted as legal excuses for non-performance. Unforeseen circumstances such as natural disasters, war, or other acts of God are some of the reasons classified as force majeure. The three-prong test is that

- such non-performance should not have been foreseeable at the time of contract execution
- the frustration owing to such unforeseen circumstances should be substantial.

- the contract was executed on the assumption of non-occurrence of the frustrating event.²

It is therefore a usual practice by the seller to include *force majeure* clause in the retail contract. *Force majeure* is included as a clause in the container agreement. These excuse the non-performance in situations where the performance becomes impossible with no foreseeable possibility of future performance. In situations where the events affecting contract performance are temporary, the *force majeure* clause excuses non-performance until the circumstance lasts. For instance, if the delivery of goods to the buyer is suspended due to lockdown in a region, the retail contract will not be terminated until the lockdown measures are lifted. With the pandemic, parties have been exploring newer variants of *force majeure* clauses. For instance, a pandemic-time clause could read anything from a classic *force majeure* clause to a hybrid clause that mandates termination of contract when the circumstances affecting performance persists beyond a certain time period, with the time period mentioned in the clause itself. Often this is also accompanied by the stipulation of the notice period in the clause. Such notice is provided by the party that invokes this clause. Another important part of the clause is the mitigation efforts which include “good faith” standards to mitigate the effects of non-performance. This can include cost recovery commitments such as partial or full refunds to the buyer in case of non-delivery.

Federal courts in the United States have classified COVID-19 as a ‘natural disaster’ for the purposes of non-performance of contract under *force majeure* exception.³ The pandemic and the pandemic-related government restrictions have been interpreted to be beyond the control of parties to the contract. In the Indian jurisdiction, the pandemic has been dealt with under the Disaster Management Act, 2005, thus qualifying it as a natural calamity that requires exemplary precautionary measures (MoF/GoI, 2020). The commercial agreements for contractual performance were affected seriously due to the lockdown measures and transport restrictions. The outbreak of the COVID-19 pandemic qualifies all three prongs of the test for the frustration of contract. To further clarify the legal stance, the Ministry of Finance issued an Office Memorandum interpreting the *force majeure* clause in light of the pandemic where it noted that the *force majeure* clause does not excuse non-performance in its entirety but suspends it for the duration of the *force majeure* (MoF/GoI, 2020). Therefore, delays in contract performance were noted by the Ministry to be *force majeure*, if this was due to transportation, manufacturing, and distribution services being affected by government restrictions for containment of the pandemic.

It is important to evaluate the interaction of *force majeure* clauses with other clauses in the container contract. Often the most crucial of such interaction is with the dispute resolution clauses. Risk allocation should be done cautiously while drafting *force majeure* clauses as a wrongly drafted clause could lead to the parties not successfully being able to invoke the clause if the container contract mandates risk assessment to be done by courts or arbitral tribunals. This takes us to the

next most important clause in a retail contract, which is the arbitration clause.

b. Arbitration clause and its evolution during the pandemic

Arbitration is a means of alternate dispute resolution. Traditionally, disputes arising out of contractual obligations are litigated in courts but with the increasing span of business and the backlog of cases in courts, parties have been resorting to other means of dispute resolution. The most lucrative of them is arbitration. In a classic arbitration, both parties enter into a contract to refer the dispute to an arbitral tribunal before approaching the court for litigation. The arbitral tribunal is composed of one arbitrator appointed by each party and often also includes a third neutral arbitrator, appointed jointly by both the arbitrators. The parties also have to choose the seat of arbitration at the time of drafting the arbitration clause. The seat has a pivotal role to play as the law of the seat chosen impacts the commencement of arbitration procedure as well as the enforceability of the arbitral award rendered. The arbitral award rendered is in favour of one party and this party is called the award-holder. The other party, which is the losing party, is called the award-debtor. In an arbitration arising out of the sale of goods, the award-debtor compensates the loss borne by the award-holder. The arbitral award is enforceable in any country where the assets of the award-debtor are situated and the award-holder can get the award executed in the respective civil court.

Very recently, Amazon removed its arbitration clause. While this might not have been a cause of worry for naïve customers, an understanding of the legal implications underneath the said decision will help understand how legal technicalities in retail contracts affect the customer-retailer relationship. In the past two years, there were more than 75,000 demands of individual arbitration (Oh & Koyama, 2022). Arbitration, which is a means of alternate dispute resolution, is often included in consumer agreements. While this is a way to avoid grievances from reaching the court in the first place, a class action waiver clause, commonly found in most consumer agreements, could be said to be the cause of the explosion of individual arbitration demand during the pandemic. Single arbitrations are less expensive than class actions and hence, beneficial for customers. The US has been witnessing a rise in mass arbitrations. Food delivery companies such as DoorDash and Postmates faced 5010 and 5257 demands respectively (House, 2020). While the US federal courts have been evidently sympathetic towards customers by allowing such mass arbitrations,⁴ the Indian arbitration framework, might not be as developed as to gear class action suits in this regard.

ii. Service Level Agreement

Product passes through several chains of supply before finally reaching the buyer. Vendors help at the stage of distribution and whole-selling. SLAs are entered into between distributors/whole-sellers (vendors) and business providers (customers). These contracts are different from retail contracts

² Taylor vs. Caldwell, (1861-73) All ER Rep 24.

³ JN Contemporary Art LLC v. Phillips Auctioneers, LLC, No. 1:20-cv-04370-DLC (S.D.N.Y. 2020).

⁴ Abernathy v. DoorDash, Inc., 438 F. Supp. 3d 1062, 1067–68 (N.D. Cal. 2020) (where the court ordered Door Dash to “immediately commence” arbitration with each of the 5,010 petitioners).

which are entered between buyers and sellers directly. Service provided by vendors is governed by the Competition Act, 2002 and therefore, could be vitiated when the service commitments are not met or not fulfilled satisfactorily.

It is important to discuss the specific components of an SLA namely:

- a. Exit clause and;
- b. Non-disclosure agreement

a. Exit Clause

In any service level agreement ('SLA'), exit clauses allow either party to exit the current business line and/or enter into a competing business. Unsatisfactory performance or repeated non-performance by vendors could lead to them being decommissioned. Alternatively, contracts could be terminated but this comes as a remedy for the customer when the vendor's progress is unsatisfactory and a chance for performance could be anticipated by reviewing the vendor's previous delivery reports. While there is no exhaustive list of what would constitute non-performance of SLAs, broadly speaking, non-performance at the service delivery level, production level, or storage level as well as breach of trust and NDA (discussed below) are grounds of executing the exit clause.

b. Non-disclosure agreements during the pandemic

Business providers hand over confidential information about their business to the vendors. These vendors work jointly with manufacturers and other contact points which require such details. However, some parts of these details are confidential and cannot be leaked. These are included as non-disclosure agreements ('NDAs') and are often a part of SLA (container contract). NDAs are included so as to not let a party's valuable idea be stolen. For instance, if a business idea is presented to a potential distributor or investor or if marketing information is shared with a prospective buyer of a business, there is a risk of sensitive information being leaked and to protect that, parties enter into NDA where if the clause is breached, the harmed party can exit the contract and additionally enter into a similar contract with competing service provider. Such agreements can be mutual or one-sided. A mutual NDA is needed when both parties share confidential information and the risk for breach is equal on both sides. A one-sided agreement, on the other hand, is entered into by parties where the confidential information is being shared by only one of the two parties, thus making the risk of breach one-sided. A typical NDA will include details of parties, a definition clause which states what is confidential, a scope clause that iterates the scope of confidentiality, exclusion clauses that list the exceptions *inter alia* other terms of agreement stating remedies in case of a breach. One such remedy is often enlisted as the exit clause.

With the pandemic shifting businesses to work from home mode, a new virtual business world has been created with the participants relying on online meetings and other platforms for online connection. This brings a question of whether there should be a pandemic-related clause added to the NDAs. This is because even though parties might already have signed the traditional NDA, this might not protect the business details from being leaked in virtual meetings. A separate addendum to the NDA could help protect parties against such breach of confidentiality. With people working from home, virtual

meetings could be easily overheard by anyone and unique circumstances need to be resolved accordingly. However, with every solution comes a limitation. Even if such an addendum is added to the NDA, the breaching party could claim that they took all precautions and there was a system hack that led to such breach. In such cases, the complex application of cyber laws would demand expert opinions as well. Therefore, living in the pandemic era, parties need to be prepared for such situations well in anticipation.

B. Legal framework governing the food supply sector

The food supply sector can be understood as an amalgamation of handling, processing, distribution, and consumption, with the relevant laws being the ones necessary for food quality and safety control as well as general market laws (Bendekovic *et al.*, 2015). While the contractual obligations of all retail contracts, be it in any sector, remain the same. For the food industry, a specific clause is added in situations where the product is perishable in nature. This generally is included as a time-bound performance mandate which might be excused by *force majeure* clauses more easily than the non-perishable products. The reason behind this lies in the legal standards that have to be met by food retail sectors with respect to the quality and hygiene of food products (Rizou *et al.*, 2020). Besides this, the travel and transport restrictions are what affected the food sector mostly during the pandemic. For instance, transport restrictions in France led to a reduction up to 60% in usage of road transport by food supply and distributor chains (FAO, 2020; Bakalis *et al.*, 2020). Apart from this, other allied issues emanate in the agricultural sector. The agricultural food supply sector is highly labour-intensive (Stephens *et al.*, 2020) and it faced a shortage of farm workers during the pandemic, this reducing destruction and supply of agricultural products from the farm to the market (Richards and Rickard, 2020).

The pandemic also saw a rise in local food supply sectors in India. As simple as it might sound, this includes a complex interplay of labour laws since the Indian jurisprudence is not very well-developed with regard to the unorganized sectors. Additionally, all handlers, manufacturers, suppliers, and delivery chains have to be registered under the Food Safety and Standards Authority of India per the provisions of the Food and Safety Standards Act, 2006. This applies to all chains, be it organized or non-organized, big or small. This opens up a need for legal know-how for local food sectors, most of which might not even be aware of the prerequisite of registration. This places consumers with an upper hand in cases of grievance since this could lead to shutting down of these groups in absence of FSSAI registration. This depicts the non-uniform legal impact that could be faced by the organized and unorganized sector owing to their legal know-how.

IV. CRITICAL OVERVIEW OF PANDEMIC RESPONSES BY THE RETAIL SECTOR

The pandemic taught retail markets to be prepared to face a sudden rise in demand for products. Due to the scarcity of certain products during the initial lockdown, customers were kept in virtual waiting lines, their delivery requests often being declined. This substantially affected the preference of goods by customers when they saw a certain brand being available more easily than the other. (Hamilton *et al.*, 2019).

Some scholars note that scarcity also acts as a boon for certain brands which were otherwise not chosen by customers. (Verhallen & Robben, 1994). Therefore, while pandemic poses challenges for the retail sector, successful retailers would take this as an opportunity and get customers inclined towards their product. However, on the other hand, this also could lead to long-term impacts on customer behaviour. While the online shopping platforms were blooming for certain products even before the pandemic, the pandemic-induced panic continues to encourage customers to order products online, even after the lockdown restrictions have been relaxed. This shows that there is a need for retail sectors to adapt to the online mode even if the physical stores re-open. Retailers such as Ocado in the UK had been compelled by customers to allow waiting queues (Khaled et al., 2020). Safety being a major concern, for not just the customers but also the workers in the store, would best be addressed by the continuance of the retail sector flourishing digitally post-pandemic. Alternate supply sources need to be explored and implemented to meet higher safety demands and the resultant costs.

The retail sector, no matter how developed it is, has depicted failure at some or the other stage during the pandemic. Food retail sectors, prima facie depicted an increase in demand, however, the industry also faced a loss of products due to lack of preparedness for the pandemic. Perishable items such as fruits, vegetables, milk, and other dairy products were discarded in bulk owing to their spoilage due to transport restrictions. Precisely, lack of storage facilities caused the early spoilage of such products. For instance, in Karnataka's Chikkaballapur district, six harvesters of grapes, worth around Rs. 500 crores had to be dumped on the roadside (Devaiah, 2021). Similar was the fate of around 1500 litres of milk that has to be dumped in the Belgavi district in Karnataka (Bailey, 2021).

V. LEGAL KNOW-HOW OF RETAIL BUSINESS

Upon a reading of the above sections, one can assess how important it is for retail businesses to be equipped with legal know-how. Good drafting of contract clauses can save escalation of disputes. Additionally, this will also allow companies to assess risk in advance and prepare for anticipated losses. Apart from the above contract-based specificities, some ancillary legal consequences also emerged during the pandemic. Most of the retail shops in malls have a tenancy agreement with a percentage of sale revenue being fixed by mall owners as monthly rent payments. However, with the pandemic, the retail shops were shut down and this raised an important legal question of whether or not the lessee can seek a waiver of rent for the period of lockdown citing force majeure. This reiterates a need for legal know-how. A well-drafted lease contract would include a force majeure clause with details of the exit clause and the consequences of breaking the lease during and after the lock-in period. Arguably, the lock-in period, when neither the lessor nor the lessee can exit the contract, might also fall under the pandemic-led lockdown period. This further complicates the issue and skilled practitioners would be able to fathom a way out of the legal deadlock so as to beget relief for their client, be it the lessor or

the lessee. Specifically, the food sector would demand certain industry-specific regulations to avoid panic-buying by customers and the creation of product shortages. This could be done by store hours being regulated by government orders (Nicola et al., 2020). Free delivery services could also prevent customer distress and legal actions resulting from the same.

VI. WAY FORWARD

Firms that functioned well pre-pandemic learned adaptation methods during the pandemic. The ones which survived the jolts of demand, supply, and productivity escalation, were the ones that could educate other small-scale retail sectors on combating techniques and strategies. However, the government also needs to implement some retail-specific policies. In absence of a legal framework specifically addressing the retail sector, the interplay of multiple legal provisions.

Governments should make policies not just for the benefit of customers but also for the labourers (Fig. 2). Since the retail industry is largely labour dependent, it is essential to secure their welfare. Some sectors might continue to face increased demands post-pandemic. This would lead to a continued shortage of labour in some sectors as compared to others. To meet this requirement, the government should take steps to oversee the equal distribution of labour supply. Apart from this, new welfare policies could also help attract more workers to join the sector.

Social distancing measures are here to stay for a substantial period of time. This affects the production due to the occupation of more area but the functioning of lesser machines. Accordingly, the price also gets affected. This needs to be regulated and relevant plans need to be made where the government can allot more space to small-scale retail production houses which could not afford to acquire them financially.

For the agricultural sector, it is even more difficult to follow safety and social distancing standards. Efforts are required at the municipality and village administration levels. Besides, small farmers should be encouraged as they are the ones who suffered the most during the pandemic. Scholars have recommended the creation of new markets for small farmers so that they can directly sell their products rather than storing them in food backs, something that poor farmers cannot afford. (Jackson and Yurkevich, 2020). Other scholars have also recommended government schemes be introduced to encourage crop diversification strategies that could help farmers grow diverse crops and maintain their revenue supply throughout the year rather than seasonally (Hufnagel et al., 2020). In India, this could particularly be helpful for small-scale farmers affected by pandemics to resuscitate their losses. However, this would not be possible without assistance from the government with regard to the application of "adaptive technology". (Winter and Davis, 2006; ITC, 2020).

Table 4. Exploratory Factor Analysis

No.	Items	Extraction
1	Planning long term optimization in payroll-related expenses (such as bonus, increment)	.662
2	Planning ways to attract talent through innovative HR policies when demand picks up in case layoffs have taken place	.539
3	Planning for implementation of permanent health and safety measures in stores to reinforce customer trust	.626
4	Identifying and preparing for demand tailwinds like Diwali and marriage season	.697
5	Long-term modernization of essential technology infrastructure to ensure continuity of business	.626
6	Improving digital protection and mitigating the possibility of data theft, disinformation, and malware	.544
7	Seeking continued government support through industry representation	.790
8	Managing supply chain disruption of essentials (grocery, packed foods, home care) due to production shutdown, restriction on truck movement while meeting unprecedented spike in demand	.537
9	Store closures and a significant drop in demand for non-essentials (apparel, lifestyle) leading to inventory pile-up of the current season and expected arrival of next season stock	.686

Figure 2: Table as presented in Khaled et al., 2020⁵

VII. CHALLENGES AHEAD

Despite efforts on part of the government, some retailers would still exit the market. While the size of the retail company would determine the exit's impact on market heterogeneity, it is important for the government to be prepared to regulate both the continued exit and entry of retailers.

The pandemic brought with it social isolation and online shopping platforms emerged as a relief to customers for the same (Holmes et al., 2020). Social isolation also affects the health of consumers (Dennis et al., 2015; Papagiannidis et al., 2017). This leads to a rise in demand for certain services such as online medical and psychological counselling. However, this also has its share of risks in the longer term. Most of such services include storage of personal data, which are sensitive (Miltgen et al., 2016; Carpenter et al., 2016). The continued dependence on online platforms could lead to a continuation of privacy concerns as well. Therefore, one of the biggest challenges post-pandemic would be encouraging customers to regain their preference for offline services over online alternatives.

VIII. CONCLUSION

The pandemic is unavoidable wrath of nature, better classified as an act of God if speaking in *stricto sensu* legal terminology. This makes it important to delve into the specificities of contract law. This paper summarized the legal consequences

that could arise out of contractual obligation and other pandemic-specific situations. Hereafter, the paper will attempt at discussing the limitations and recommendations for better preparedness moving ahead.

IX. NEW HORIZON

Apart from strategy building on part of retail sectors, preparing for longer-term implications is very important.

- An effective way of avoiding the explosion of customer complaints is by making them aware of the changes that the pandemic will have in seller and buyer relationships. When customers are aware of these changes, it will be easier for them to reset their expectations during the pandemic. Many customers carry the pre-pandemic expectations and this leads to the rise in legal disputes.
- Similarly, retailers should also be prepared to accept that the return to normalcy would not be anytime soon. E-commerce experience should be maintained even post-pandemic. Customers returning to physical shops would expect the same speed that they enjoyed digitally. Retailers need to equip their stores with relevant facilities to ensure customer loyalty. With dependence on WhatsApp services, retailers should be ready to be at par with other service providers that allow the customers the option to place an order through messaging platforms.
- Retailers will also have to rethink the in-person experience that they would provide to customers. With customers having the option to view relatively more products online than they can on-site visit, the retailers would have to explore options of better visual merchandising as well as in-person experience to customers that would give them a reason to visit the store.

Restaurants in India should also continue to explore the application of the robotics industry for customers to experience no-contact service. Being implemented in some robot-themed restaurants in Chennai, Jaipur, and Bangalore, will encourage customers to get back to eating out post-pandemic as this would address their safety concerns (Arya & Delmas, 2021).

X. LIMITATIONS

Pandemic hits small-scale retailers worse than others. Most of the medium and small-scale enterprises lack adequate knowledge and funding to implement safety measures during the pandemic. This leads to uncertainty in customer approach as compared to stores with duly followed safety measures. It is important to educate all sectors, with no exception, of the guidelines so as to combat the limitation of policy implementation. The government's role does not stop at policy making, uniform implementation is an essential part of the pandemic response from the side of the government. Lessons can be taken from Ireland and France which provides all retailers with detailed guidelines on health and safety measures and assistance on implementation of the same in-store.

⁵ The table presented the author's analysis of recommendations that could help resuscitate the retail sector during and post-pandemic. These recommendations are, mostly government policies and other

recommendations as assessed by the authors from data analysis of questionnaires and surveys geared.

XI. LIMITATIONS AND FUTURE DIRECTIONS

Global response to the pandemic has and will continue to have a significant impact on business. The retail sector is no exception. Due to lockdowns, physical markets closed. This affected the retail markets with no presence on online platforms. Taking lessons from this, more grocery stores should be able to predict the cost and management required for online presence so as to combat another lockdown-induced loss. It is equally important to take note of employee health benefits. Moving employees from one sector to the other to fill gaps could help relieve overworked departments such as grocery and food supply chains.

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