

LAWBY WRITES

DECODING THE ACT SERIES

CONSUMER RIGHTS AGAINST MISLEADING CLAIMS



THE CONSUMER PROTECTION ACT, 2019

**Volume III: Strengthening Accountability through Product
Liability, Medical Negligence & Misleading
Advertisements**



WHY SHOULD WE STUDY THE ACT?

In the previous volumes, we have examined the evolution of consumer protection in India-beginning with **consumer rights, unfair trade practices, and dispute resolution mechanisms**, followed by the growing challenges of **direct selling, e-commerce, and dark patterns**. This third volume focuses on three critical areas where the Consumer Protection Act, 2019 (CPA, 2019) has introduced sharper safeguards: **product liability, medical negligence, and misleading advertisements**.

The provision on product liability is a **milestone**, making **manufacturers, service providers, and sellers** jointly responsible for harm caused by defective goods or deficient services. Consumers are no longer left navigating complex supply chains to seek redress; liability extends across the entire ecosystem, ensuring both accountability and deterrence.

Medical negligence has emerged as a vital part of consumer law, given the growing commercialisation of healthcare. Between 2015 and 2019, the National Consumer Disputes Redressal Commission (NCDRC) decided 253 negligence cases, reflecting both the prevalence and seriousness of such disputes. The landmark of **Dr. Kunal Saha Vs Dr. Sukumar Mukherjee & Anr. [III(2006)CPJ142(NC)]** where **approximately Rs. 11 crore** was awarded as compensation-remains a defining precedent, highlighting that lapses in medical care carry not just ethical but also legal consequences.

The fight against misleading advertisements has been strengthened with stringent penalties: up to **Rs. 10 lakh for a first offence and Rs. 50 lakh** for repeat violations, along with bans on endorsements for up to three years. These provisions directly target deceptive claims, particularly in sectors like food, health, and lifestyle, where consumers are most vulnerable to misrepresentation.

Through these measures, CPA 2019 shifts from a reactive framework to a proactive one-one that not only protects consumers but also compels businesses and service providers to operate transparently. By extending liability across sectors that touch lives and health, the law reinforces its role as a cornerstone of consumer welfare in a rapidly expanding marketplace. Do read this newsletter to learn more.





PRODUCT LIABILITY

Product liability under the **Consumer Protection Act, 2019 (CPA, 2019)**, refers to the **legal accountability** of product manufacturers, sellers or service providers, in order to compensate for the harm caused to consumers, arising from a defective product or a deficiency of services associated with supplying products to consumers. Product liability is an explicit concept introduced to enhance the consumer protection in India, aligning with the international legal standards.

Definitions [Section 2]:

Section 2(34) defines “**Product Liability**” as the **responsibility** of a product manufacturer or product seller, of any product or service, to compensate for any harm caused to a consumer by such defective product manufactured or sold or by deficiency in services.

Application [Section 82]:

Product Liability is stated under **Chapter VI** of the CPA, 2019. This chapter shall apply to every claim for compensation under a product liability action by a complainant for any harm caused by a defective product manufactured by a product manufacturer or service done by a product service provider or sold by a product seller.

Product Liability Action [Section 83]:

Product Liability Action is a **complaint** filed by a person before a District Commission or State Commission or National Commission, against a product manufacturer or a product service provider or a product seller as the case may be, for the harm caused to the consumer on account of a defective product.

Liability of a Product Manufacturer [Section 84]:

A product manufacturer is responsible in a product liability case if

- **[Section 84(1)(a)]**the product has a **manufacturing defect** or
- **[Section 84(1)(b)]**the product is **defective** in design or
- **[Section 84(1)(c)]**there is a **deviation from manufacturing specifications** or
- **[Section 84(1)(d)]**the product **does not conform** to the **express warranty** or
- **[Section 84(1)(e)]**the product **does not have adequate instructions** for correct usage to prevent harm or lacks a warning about improper or incorrect usage.

In a product liability claim, a manufacturer of a product is liable even if the manufacturer proves that they were not negligent or dishonest in making the express warranty of the product. The law states that manufacturers have strict liability, so the consumer does not have to prove negligence or fault of the manufacturer if any of the above conditions are fulfilled.**[Section 84(2)]**

Liability of Product Service Provider [Section 85]:

The service provider will be held responsible if any harm is caused by the service related to a product under the following conditions:

- The service provided was **faulty, imperfect, deficient or inadequate in quality, nature or manner of performance** as required by law, contract or otherwise.[Section 85(a)]
- There was an act of **omission, commission, negligence or conscious withholding of information** by the service provider that caused harm.[Section 85(b)]
- The service provider failed to issue **adequate instructions or warnings** to prevent harm.[Section 85(c)]
- The service did not conform to any **express warranty or the terms and conditions** of the contract.[Section 85(d)]

Liability of Product Seller [Section 86]:

The product seller (other than the product manufacturer) shall be liable if any of the following conditions apply:

- The seller has exercised **substantial control** over the designing, testing, manufacturing, packaging or labeling of the product that caused the harm.[Section 86(a)]
- The seller has **altered or modified** the product and such alteration or modification was a substantial factor causing the harm.[Section 86(b)]
- The seller has made an **express warranty** on the product independent of any express warranty by the manufacturer and the product **failed to conform** to that express warranty causing harm.[Section 86(c)]
- The product has been sold by the seller and the **identity** of the product manufacturer is not known or if known, notice or legal processes cannot be served on the manufacturer or the manufacturer is not subject to applicable Indian laws or any order passed cannot be enforced against the manufacturer.[Section 86(d)]
- The seller **failed to exercise reasonable care** in assembling, inspecting or maintaining the product or failed to pass on warnings or instructions from the manufacturer regarding dangers or proper usage and this failure was the proximate cause of the harm.[Section 86(e)]

Exception to Product Liability Action [Section 87]:

A product liability case cannot be filed against the product seller if, at the time the harm happened, the product was misused, altered or modified by the consumer.[Section 87(1)]

A product manufacturer is not liable for failure to provide adequate warnings or instructions in the following specific cases:

- The product was purchased by an employer to be used at the workplace and the manufacturer had already **given the necessary warnings or instructions** to that employer.[Section 87(2)(a)]
- The product was **sold** as a component or material to be used **in making another product** and the manufacturer **gave adequate warnings or instructions** to the purchaser of this component or material. However, the harm happened because of the final product made using that component.[Section 87(2)(b)]
- The product was meant to be used only by **experts** or **under expert supervision** (for example, a medicine or specialized equipment) and the manufacturer took reasonable steps to give warnings or instructions to those experts.[Section 87(2)(c)]
- The person using the product was under the **influence of alcohol or any prescription drug** that was not prescribed by a medical practitioner at the time of using the product.[Section 87(2)(d)]

A product manufacturer is **not responsible** for failing to warn about a danger that is **obvious or commonly known** to the user or consumer of the product or which the user or consumer should have reasonably known, considering the nature of the product. [Section 87(3)]

No Arbitrary Treatment of Sellers

The terms & conditions with sellers must disclose any preferential treatment given to certain sellers or listings, promoting fairness across categories.

Monitoring Repeat Offenders

Platforms must maintain a database of sellers who repeatedly post goods removed under:

- The Copyright Act, 1957
- The Trade Marks Act, 1999
- The IT Act, 2000

Duties of Sellers on Marketplace Platforms(Rule 6)

Sellers offering goods or services through marketplace e-commerce platforms must strictly adhere to the following duties:

1. No Unfair Trade Practices

Sellers must not engage in unfair trade practices on or off the platform.

2. Authenticity in Representation

- Cannot pose as consumers to post fake reviews.
- Must not misrepresent the quality, features, or nature of goods/services.

3. Returns, Refunds & Timely Delivery

Sellers must:

- Accept returns or withdraw services if products are **defective, deficient, spurious, or not as advertised**.
- **Refund payments** if product/service fails to meet agreed terms or is delivered late (unless due to force majeure).

4. Operational & Contractual Obligations

Sellers must:

- Have a **written agreement** with the e-commerce platform.
- Appoint a **Grievance Officer** to:
 - Acknowledge complaints within **48 hours**.
 - Resolve issues within **1 month**.
- Ensure **ads reflect actual characteristics** of the goods/services.

5. Mandatory Disclosures to Platform

Sellers must provide accurate and updated information for display on the e-commerce platform, including:

- Legal name, full business address, website, email, customer care numbers.
- PAN & GSTIN (if applicable).

6. Product-Level Disclosures

Each product or service listing must include:

- **Complete price** (single figure + breakup of all charges & taxes).
- **Mandatory notices, expiry date** (if applicable).
- **Country of origin** and other essential details for informed consumer choice.
- Name/designation/contact of the **Grievance Officer**.
- **Importer details** (if product is imported) and authenticity guarantees.
- **Return, refund, and exchange policies** including **cost of return shipping**.
- **Shipping/delivery info**, and any **guarantees or warranties**





MEDICAL NEGLIGENCE

Though the **Consumer Protection Act, whether under the earlier Act of 1986 or the subsequent Act of 2019**, does not expressly refer to "medical negligence," the Supreme Court in ***Indian Medical Association v. V.P. Shantha & Ors., [(1995) 6 SCC 651]*** adopted a purposive interpretation to bring medical negligence within its ambit. The Court interpreted **Section 2(1)(o), which defines "service," and Section 2(1)(d), which defines "consumer,"** to hold that **a medical practitioner rendering services for consideration falls within the meaning of "service" under Section 2(1)(o), and a patient who receives such services qualifies as a "consumer."** Furthermore, the Court held that negligence in the provision of such services would amount to a **"deficiency in service."**

MISLEADING ADVERTISEMENTS

GUIDELINES FOR PREVENTION OF MISLEADING ADVERTISEMENTS AND ENDORSEMENTS FOR MISLEADING ADVERTISEMENTS, 2022

Application [Section 3]

These guidelines apply to:

- (a) all advertisements, regardless of form, format, or medium;
- (b) any manufacturer, service provider, or trader whose goods, product, or service is advertised, and any advertising agency or endorser engaged for such advertisement.

Conditions for Non-Misleading and Valid Advertisements [Section 4]

1. An advertisement is valid and not misleading if it:
2. (a) is truthful and honest;
3. (b) does not exaggerate accuracy, scientific validity, usefulness, capability, performance, or service;
4. (c) does not present legal consumer rights as unique features of the offer;
5. (d) does not claim universal acceptance where informed/scientific opinion is divided;
6. (e) does not mislead about risks to personal or family security if the product/service is not purchased;
7. (f) does not mislead by relying solely on unverified publications;
8. (g) complies with all relevant sector-specific laws and regulations.
9. Unintentional lapses in fulfilling advertised promises during mass production/distribution do not invalidate the advertisement if:
10. (a) a typical product meets the claim;
11. (b) product failure rates are within generally acceptable limits; and
12. (c) the advertiser promptly remedies the deficiency.

Bait Advertisements –Conditions [Section 5]

A bait advertisement must:

- (a) Not entice consumers without a genuine prospect of selling at the offered price;
- (b) Ensure adequate supply to meet expected demand;
- (c) Disclose reasonable grounds if unable to supply within a reasonable period/quantity, including:
 - (i) stating if the stock is limited;
 - (ii) stating if the ad is only to assess demand;
 - (iii) not omitting restrictions like location or age limits;
- (d) Not mislead about market conditions or availability to induce purchases on less favourable terms.



Prohibition of Surrogate Advertising [Section 6]

Advertisers cannot use *surrogate* or indirect advertisements to promote goods or services whose direct advertising is banned or restricted by law.

When an Ad Becomes a Surrogate Ad [Section 6 (2)]

An advertisement will be treated as a surrogate advertisement if:

- It directly or indirectly suggests that the ad is for a banned or restricted product/service.
- It uses brand elements (like name, logo, colour scheme, design, or layout) that are strongly linked to the banned/restricted product.
- **Exception:**
- If a company uses its brand name or company name for a different, legally allowed product and the advertisement itself is not objectionable it will not be treated as surrogate advertising.

Free Claims Advertisements [Section 7]

When an advertisement claims something is “free,” certain rules apply:

1. No Hidden Costs:

2. A product/service cannot be advertised as “free” if the consumer has to pay anything beyond the unavoidable cost of responding to the ad (like making a phone call) or the delivery cost of the free item.

3. Clear Terms:

4. The ad must clearly tell consumers what commitments (if any) they must make to get the free offer.

5. What Cannot Be Called Free:

- If the consumer has to pay for packaging, handling, or administrative charges.
- If the main product’s price has been increased just to cover the “free” item (unless the increase is due to unrelated market factors).
- If the quality or quantity of the main product is reduced because of the free offer.

6. **Packages:** If something is already part of a package and included in its price, it cannot be advertised as “free.”

7. **Free Trial Misuse:** The term free trial cannot be used for: “Satisfaction guaranteed or money-back offers, or the consumer has to make a non-refundable purchase first.

Guidelines Not in Derogation of Other Laws [Section 10]

These guidelines apply in addition to other advertising laws already in force (for example, under the Press Council Act, 1978 or the Cable Television Networks Regulation Act, 1995).

Disclaimers in Advertisements [Section 11]

(1) A disclaimer can **clarify, explain, or expand** a claim made in the ad.

But a disclaimer **cannot**:

1. Contradict the main claim or change its core meaning,
2. Shall not attempt to hide important information that consumers need to know with respect to claims,
3. Shall not attempt or justify a false or misleading claim.



(2) Requirements for Disclaimers:

- Must be in the same language as the ad's claim.
- Must use the same font style as the claim.
- Must be placed in a clear and prominent position ideally on the same panel or space as the claim itself.
- If the claim is made as a voice-over, the disclaimer should appear at the same time and in sync with the voice-over, at the same speed.
- The disclaimer should be easy to read and visible to an average viewer at a normal distance and speed (no tiny fonts or hidden text).

Duties of Manufacturers, Service Providers, Advertisers, and Ad Agencies [Section 12]

Every manufacturer involved in creating or publishing advertisements, whether a manufacturer, service provider, advertiser, or ad agency must follow these duties:

- **Claims must be provable** – Any claims, descriptions, or comparisons made in an advertisement should be based on facts that can be verified, and proof must be produced if asked by the Central Authority.
- **Use of research must be transparent** – If an advertisement relies on independent research or assessments, it must clearly mention the source and date of that research.
- **No misuse of others' names** – An ad cannot refer to a person, firm, or institution in a way that unfairly benefits the advertiser or harms the reputation of that person/firm, unless permission is obtained.
- **No misleading content** – Advertisements should not mislead consumers by omission, exaggeration, ambiguity, or implication about the product, the advertiser, or competing products.
- **Do not exploit consumer trust** – Ads must not take advantage of consumers' lack of knowledge or experience. For example:
 - i. Claims like “Up to 5 years guarantee” or “Prices from Rs. X” must be replaced with clear, fixed details of guarantees or prices. If a product has different guarantee periods for different parts, both the minimum and maximum must be specified.
 - ii. If ads involve lotteries, prizes, or gifts, all important terms and conditions must be clearly stated.

Due Diligence for Endorsements [Section 13]

(1) **Authentic and current opinion** – Endorsements must reflect the real and up-to-date views of the person or group making the endorsement. They must be based on actual experience or sufficient knowledge of the product/service.

(2) **Professional restrictions** – If Indian professionals are barred from endorsing their profession in ads under the law, foreign professionals in the same field cannot endorse either.

Disclosure of Material Connections [Section 14]

If there is any relationship between the endorser and the advertiser/manufacturer (such as payments, gifts, business ties, or free products) that could affect the credibility of the endorsement, it must be clearly disclosed to the audience.



HOW THE COURTS HAVE INTERPRETED & ADJUDICATED?

1. Case insight: A consumer dispute over a defective vehicle and dealers responsibility.

Case Title: *Balaji Motors Vs. Devendra & Anr. [Revision Petition No. 4114 of 2010]*

Relevant Provisions: Section 21(b) of the **Consumer Protection Act, 1986**

Legal Question: Whether the State Consumer Commission was justified in directing Balaji Motors to repair the defective vehicle within the warranty period or refund its price?

Context:

Devendra (complainant) purchased a goods carrier vehicle from Balaji Motors (petitioner/dealer). The initial vehicle had defects and was replaced, but the replacement vehicle also exhibited numerous defects. Despite assurances from the dealer to repair or replace the van, no action was taken. The complainant then filed a consumer complaint. Although the District Forum initially dismissed the complaint, the State Commission reversed this decision on appeal, holding that the dealer was obligated to address the defects since the complaint was made within the warranty period. Balaji Motors subsequently filed a revision petition against this order. During the proceedings, the manufacturer (Great Automotive Pvt. Ltd., Respondent No.2) was deleted as a party.

Final Verdict:

The **National Consumer Disputes Redressal Commission dismissed** the revision petition filed by Balaji Motors and upheld the order of the State Commission. The Commission found no error in the State Commission's directive, affirming that if a vehicle is presented to a dealer with complaints during the warranty period, it is the **dealer's duty to attend to these complaints and rectify the defects to the customer's satisfaction.** The dealer cannot evade this responsibility.

2.Case insight: Interpreting ‘Service’ and ‘Consumer’ under the Consumer Protection Act, 2019

Case Title: *Indian Medical Association vs. V.P. Shantha & Ors.*[1996 AIR 550, 1995 SCC (6) 651]

Relevant Provisions: Sections 2(1)(o), 2(1)(d) of the **Consumer Protection Act, 1986**

Legal Question: Whether doctors and hospitals providing medical care could be seen as offering "service" under the Consumer Protection Act, 1986, and if so, when. This also inherently asked if patients receiving medical treatment could be considered "consumers" under the Act?

Context:

Before the Supreme Court’s ruling, courts differed on whether medical services fell under “service” in the Consumer Protection Act. The Andhra Pradesh High Court said yes, while the Madras High Court limited it to paramedical services. The NCDRC also shifted, eventually holding that paid treatment is a service. Opponents argued doctors are professionals regulated under medical law, that “deficiency” in treatment is hard to define, and that consumer forums lack expertise for complex negligence cases, which might lead to higher costs or defensive medicine. Still, the Act based on UN guidelines was meant to broadly protect consumers through a three-tier forum system.

Final Verdict:

The Supreme Court held that medical services generally fall under the Consumer Protection Act. **Consultation, diagnosis, and treatment for a fee are “services,” and doctors, though professionals, are not exempt from liability.**

The Court distinguished a “**contract of personal service**” (excluded) from a “**contract for services**” (doctor–patient, included). Free treatment provided to all is excluded, but when hospitals charge some patients and treat others free, both categories are covered, as free patients are beneficiaries of paying ones.

Government hospitals with both paid and free services are also included. Services paid through insurance or employment benefits are covered. Both doctors and hospitals can be held **jointly liable**. Consumer forums were deemed competent to hear negligence cases, with civil courts still available for complex disputes. Fears of higher costs or defensive medicine were dismissed, as the Act ensures quick, affordable remedies without altering negligence law. The judgment confirmed inclusion of medical services under the Act and struck down contrary rulings.

3.Case insight: 15 years long battle and highest paid Medical negligence compensation.

Case Title: *Amazon Seller Services Pvt. Ltd. Vs. Amway India Enterprises Pvt. Ltd. & Ors. and Connected Matters [2020 SCC OnLine Del 454]*

Relevant Provisions: Section 106 of the **Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) (Formerly Section 304-A Indian Penal Code, 1860)**, Section 25(a)(ii) of the **West Bengal Medical Act, 1941**, Rule 15 of the **Bengal Medical Act, 1914**

Legal Question: Whether the doctors and AMRI Hospital were negligent in prescribing and continuing high doses of steroids without proper supportive care or monitoring, thereby causing deficiency in service and lapses in treatment?

Context:

In 1998, Dr. Kunal Saha filed a landmark complaint seeking Rs. 77.76 crore compensation for medical negligence after his wife, Anuradha Saha, died of Toxic Epidermal Necrolysis (TEN). She was initially prescribed high doses of Depomedrol by Dr. Sukumar Mukherjee and later treated at AMRI Hospital by several doctors who continued steroids, switching to Prednisolone. Her condition deteriorated, and at Breach Candy Hospital, Mumbai, Dr. Farokh Udwadia noted the steroid dosage given earlier was possibly excessive and had increased infection risks; she died on May 28, 1998. Dr. Saha alleged overdose, improper use of steroids for TEN, and lack of IV fluids, while the doctors argued TEN is rare, difficult to diagnose, carries high mortality, and treatment decisions reflected divided medical opinion. The West Bengal Medical Council had previously exonerated the doctors, though it acknowledged that the Depomedrol dose prescribed “appeared to be very high.”

Final Verdict:

The Consumer Fora dismissed the complaint, concluding that there was no deficiency in service on the part of Opposite Party Doctors. The court found it difficult to conclude that the Depo-Medrol injection prescribed by Dr. Mukherjee was of such an excessive dose that it amounted to a deficiency in service, noting it was his clinical assessment.

The court also found no substance in the contentions against other doctors and the AMRI Hospital. The court directed the appellant hospital to pay compensation with interest @ 6% per annum from the date of complaint till date of the payment to the claimant. The compensation as payable by the appellant hospital after such interest of taking a period of **15 years would be approximately Rs 11 crores**. The court also **highlighted that doctors do not undertake to positively cure a patient**, and there may be circumstances beyond their control. There was no order as to costs.

4.Case insight: CCPA directed Rapido to pay 10lakhs compensation for misleading advertisements and unfair trade practices.

Case Title: Misleading advertisement and unfair trade practice by Rapido (Roppen Transportation Services Pvt Ltd), *Case No: CCPA-2/35/2024-CCPA*.

Relevant Provision: Sections 2(9), 2(28), 2(47), 19, 21 of the **Consumer Protection Act, 2019** and Rule 4 of the **Consumer Protection (E-commerce) Rules, 2020**

Legal Question: Whether Rapido's advertisements claiming "Guaranteed Auto" and "AUTO IN 5 MIN OR GET ₹50" amounted to misleading advertisements and unfair trade practices under the Consumer Protection Act, 2019, and whether Rapido complied with the required grievance redressal mechanisms under the Consumer Protection (E-commerce) Rules, 2020?

Context:

The CCPA **suo-moto** initiated a case against Rapido (Roppen Transportation Services Pvt Ltd) for allegedly misleading advertisements on platforms like **YouTube and Facebook**, featuring claims such as "Guaranteed Auto" and "AUTO IN 5 MIN OR GET Rs. 50," which created strong consumer expectations without clear disclaimers. Between April 2023 and May 2024, 575 complaints were registered on the National Consumer Helpline, including issues with non-refunds, overcharging, and failure to honor the **₹50 guarantee, where consumers received only Rs. 5 in Rapido coins**. The ads ran for at least **548 days in multiple languages**, reaching over a million views. Rapido claimed that "**T&C's Apply**" were mentioned, the campaign was limited, and a grievance redressal system existed. However, the CCPA found the disclaimers nearly unreadable, the Rs. 50 benefit limited to short-term app credits, and terms contradictory, effectively shifting responsibility to drivers. Rapido also failed to address many complaints, potentially violating e-commerce grievance rules, and continued displaying the ads despite CCPA notice. Procedural objections regarding non-receipt of CCPA's internal directions were dismissed, with the CCPA stating that natural justice is upheld by allowing defense after the investigation report, in line with Sections 20 and 21 of the Act.

Final Verdict:

The CCPA, after reviewing submissions and the investigation report, found Rapido (Roppen Transportation Services Pvt Ltd) in **violation of multiple provisions** of the Consumer Protection Act, 2019 and related guidelines, including **Sections 2(28)(i)-(iv)** for false descriptions, misleading guarantees, unfair trade practices, and concealment of information, **Section 2(47)** for engaging in unfair trade practices, **Section 2(9)** for violating consumers' right to truthful information, the Guidelines for Prevention of Misleading Advertisements, 2022, and Rule 4 of the Consumer Protection (E-commerce) Rules, 2020 for failing to provide proper grievance redressal mechanisms.

The CCPA concluded that Rapido had engaged in **false or misleading advertising and unfair trade practices**, showing disregard for consumer rights, and held that penalties were necessary, empowered under **Section 21** to impose fines up to ten lakh rupees for the first contravention and fifty lakh rupees for subsequent ones, along with directions to discontinue or modify the advertisement.



| CASE TITLE | LEGAL QUESTION | CONTEXT | FINAL VERDICT | RELEVANT PROVISION |
|---|---|--|---|--|
| Balaji Motors Vs. Devendra & Anr. [Revision Petition No. 4114 of 2010] | Whether the State Commission was justified in directing Balaji Motors to repair the defective vehicle within the warranty period or refund its price? | Devendra purchased a goods carrier with repeated defects. Dealer failed to repair/replace despite warranty. District Forum dismissed the case, but State Commission reversed it. | NCDRC upheld State Commission’s order—dealer must rectify defects during warranty and cannot avoid liability. | Section 21(b) of the Consumer Protection Act, 1986 |
| Indian Medical Association vs. V.P. Shantha & Ors. [1996 AIR 550, 1995 SCC (6) 651] | Whether doctors and hospitals providing medical care constitute “service” under the Act, and whether patients are “consumers”? | Earlier rulings conflicted on medical services under CPA. Issue centered on liability of doctors/hospitals for negligence. | SC held medical services are “services” under CPA; paid patients are consumers, free services excluded (except in mixed hospitals). Doctors and hospitals can be held liable. | Sections 2(1)(o), 2(1)(d) of the Consumer Protection Act, 1986 |
| Dr. Kunal Saha vs. AMRI Hospital & Ors. [Medical Negligence Case, 1998–2013] | Whether doctors and AMRI Hospital were negligent in prescribing and continuing high steroid doses without proper care? | Anuradha Saha died of TEN allegedly due to excessive steroid use. Dr. Kunal Saha claimed ₹77.76 crores for negligence. | Consumer fora dismissed negligence but directed AMRI Hospital to pay approx. ₹11 crores with 6% interest. Court said doctors don’t guarantee cure. | Section 106 BNSS, Section 25(a)(ii) West Bengal Medical Act, 1941, Rule 15 Bengal Medical Act, 1914 |
| Misleading advertisement by Rapido (Roppen Transportation Services Pvt Ltd), [CCPA-2/35/2024-CCPA] | Whether Rapido’s “Guaranteed Auto” ads were misleading and violated CPA & e-commerce rules? | CCPA acted suo-moto on misleading ads like “Auto in 5 min or ₹50,” with 575 complaints. Disclaimers unreadable, refunds inadequate, and grievance redressal poor. | CCPA held Rapido guilty of unfair trade practices, imposed ₹10 lakh fine, and ordered discontinuation/modification of ads. | Sections 2(9), 2(28), 2(47), 19, 21 of CPA, 2019; Rule 4 of Consumer Protection (E-commerce) Rules, 2020 |

LAWBY WRITES

Have Suggestions or Questions?

We value your input! Feel free to contact us at support@lawby26.com with any questions, topic suggestions, or feedback.
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