

3.

Product Liability

By: Irene Elizabeth Anup

Pg. No.: 36-52

Abstract

Product liability is a key area of law in which manufacturers, distributors, suppliers, and retailers are held responsible for the injury or harm caused by the product on the buyer. It is the legal responsibility imposed on a business for the manufacturing or selling of defective goods. The term product liability is described in Section 2(34) of the Consumer Protection Act, 2019. The suits usually filed for the liability on products are concerned with the design defect, manufacturing defect, distribution & the sale of goods or services.

Claims on liability of products were guided by the principles of the CPA 1986, Indian Contract Act, 1872, the law of torts before the recent Act of 2019 emerged. The laws of product liability are also primarily based on the case of *Donoghue v Stevenson* which states that the manufacturers have a duty of care for the product to the ultimate consumers. The courts are also governed by the principles of natural justice. The relationship between the parties is similar to that of a contract as the liability of defective products is linked with the damage or the injury caused to the consumer. The liability on the parties to a contract can be either joint or several which will depend upon the case and the relationship formed between the buyer and seller.

This research paper comprises of substantive civil laws that relate to product liability, the causation, the litigation, developments in product liability laws, and certain case laws. This research paper deals with the litigation process and the steps a buyer has to go through for getting the compensation for the injury or harm caused by the defective product.

Table of Contents

S. No.	Title	Pg. No.
	<i>Abstract</i>	37
1.	Introduction	39
2.	Evolution of Product Liability	39
3.	Legal theories of Product Liability	40
4.	Case Law Development	42
5.	Elements of Product Liability	43
6.	Civil Product Liability in India	43
7.	Causation	45
8.	Litigation	46
9.	Strict Product Liability	50
10.	Developments in Product Liability Laws	50
11.	Conclusion	52

1. Introduction

Product liability is a type of liability that falls on the manufacturers, retailers, or sellers of products for the injury caused by the products they sell. Historically, the theory of letting the buyer beware was in existence which meant that the sellers had very little legal responsibility for products once they were sold. A buyer can get a guarantee over a product only if it is stipulated in a contract between the buyer and the seller. The buyer has to prove that there was a fraud or misrepresentation by the seller which would make him liable.

Despite the specialized large-scale manufacturing and technological sophistication in the present era, the law recognizes that the consumers are at a disadvantage when it comes to assessing the condition of goods offered for sale. The quality, reliability & safety of the commodities are recognized and interrogated in a more advanced way by the manufacturers or sellers. In order to protect the interest of the consumers from the defective products, the courts have jurisdiction to try and make those engaged in the selling and distribution of products to be held responsible. In light of this reality, courts and state legislatures have assigned liability to those engaged in the business of selling or distributing products for the manufacture and sale of defective products.

2. Evolution of Product Liability

Product liability laws provide the consumers with legal resort for the injuries or damages suffered from the usage of a defective product. The estimation is that millions of people around the globe are negatively affected by the defective products and that the manufacturers or sellers end up paying large amounts for products-liability insurance as well as damages. A product is required to meet the ordinary expectations of a consumer and the responsibility lies on the manufacturers and the sellers to ensure the safety and quality of the product as per description. However, it is not the same always. The notion of 'let the buyer beware' governed the general consumer laws from the 18th century up to the 20th century. Where During this period, the lifestyle was the if the consumers had a complaint about a product they could directly approach

sellers. However, a tremendous rise in the cases of product liability claims can be seen with the latest technological developments.

With the enormous rise of international trade and the rapid development of e-commerce there has been a tremendous rise in products and services along with new delivery systems, choices and opportunities for consumers. This has rendered the consumers with a risk to the new forms of dishonest and unprincipled practices & the trading of products based on fallacious information. A powerful legal framework is thus necessary in order to safeguard the consumer's interest as well as to have a control over the industries.

In the previous year, the CPA 1986 was effectively replaced by the CPA 2019 by the authoritative bodies of the Indian Ministry of Consumer Affairs, Food and Public Distribution. The concept of product liability is one of the important features of the CPA 2019. There was no specific provision under any statutes in India which governed product liability and also there was no comprehensive legislation regarding this till the CPA 2019 came into existence. The Acts such as the Consumer Protection Act, 1986, the Sales of Goods Act, 1930, the Indian Penal Code, 1860 and certain other statutes which relate to appropriate goods and certain standards regulated the product liability claims in India before the existence of the CPA 2019.³³

3. Legal Theories of Product Liability

When a person is harmed by a faulty product, there are three avenues in which he can recover compensation. They are as follows:

- **Breach of warranty:** -This theory is based on the contract law, where in a contract formed between the buyer and the seller. A warranty is more like a guarantee. There are express warranties and implied warranties. An agreement by the seller to provide for repairs or replacement for a defective product or service within a prescribed time period is termed as an express warranty. An assurance given by the seller that a product is fit for its intended purpose is termed as implied warranty. The two major implied warranties are fitness for a particular product and merchantability. Merchantability is

³³ Ghosh, A. (2020, August 7). Product Liability Law In India: An Evolution - Consumer Protection - India. Www.Mondaq.Com. <https://www.mondaq.com/india/dodd-frank-consumer-protection-act/974270/product-liability-law-in-india-an-evolution>

defined as a term where the product has to meet the market expectations. A warranty for the fitness of a particular purpose states that the product has to be in an able condition to perform for which it is intended.

Product liability claims rarely include a breach of warranty. It has several limitations that restrict its utility. A privity of contract should be formed between the affected party and the seller. According to violation of principles of warranty, the injured or affected party can only sue the seller of the product and not the manufacturer or the party responsible for making the product defective. There is a restriction on the claims the affected consumer can make as the sellers often put limitations on the warranties in the written contract.³⁴

- **Negligence:**-Negligence is the lack of ordinary care. If a person's negligence causes a product to be defective, the liability falls on them for the harm by the defect of the product. The makers or the distributors of the product will be the negligent party who is in charge for the defective product. The negligence theory of product liability is used. This theory is exempted from the restrictions of the breach of warranty. According to this theory, not only the seller will be held liable but also the person who contributed to the defect of the product which is a result of their carelessness. The attempts to limit warranties doesn't matter in a claim of negligence. This theory is not always clear and it requires detailed investigation so as to identify on whose part the negligence is.
- **Strict Liability:**-The basis of Strict liability makes it possible for the injured party to look out for compensation from the authority liable for the product's liability. In this theory, there is no need of the injured to identify as to on whom the negligence lies. In a strict liability claim, the basic requirement is that the product has defect and it is unreasonably dangerous. Any party from the manufacturer, distributor, seller or the parts supplier in the chain of commerce can be held liable under the theory of strict liability: This basis lets the injured party to obtain a cheaper & approachable way to compensation if the manufacturer or the seller is in a foreign country.³⁵

³⁴

Sanchez, K., & Lundberg, J. (2018, July 28). Theories of Product Liability. Allegiance Law; Allegiance Law. <https://www.allegiancelaw.com/4-theories-of-product-liability/>

³⁵ Sanchez, K., & Lundberg, J. (2018, July 28). Theories of Product Liability. Allegiance Law; Allegiance Law. <https://www.allegiancelaw.com/4-theories-of-product-liability/>

4. Case Law Development

In a famous English case of *Winterbottom v. Wright* (1842), a contract was formed linking the coach company & the postmaster general to make available coaches for the mail service; along with the responsibility for the maintenance of the coaches. The plaintiff hired by the postmaster general to drive the coach, was subsequently injured as a result of the poor maintenance of the coach. The injured sued the coach company. The court in this case held that the injured was not a party to the contract and so he could not recover from the coach company. This case led to the evolution of the concept of negligence and strict liability in tort for the manufacturer of a product which upheld the requirement of privity in a contract. Further, in the case of *MacPherson v. Buick Motor Co* (1916), the requirement of privity of contract for negligence was removed.³⁶

In order to prove negligence on the part of the defendant, the plaintiff has to prove that the defendant's conduct fell below the relevant standards of care. Proving the standard of care, breach, and causation of negligence is quite difficult. As a result of this difficulty in the early 20th century, several courts observed that it was unfair to require the injured plaintiff's to prove the claim on negligence and they were likely to impose strict liability. *Res ipsa loquitur's* doctrine was meant to reduce the plaintiff's burden of proof. The evolution of the concept of strict liability on the manufacturer was with the *Greenman v. Yuba Power Products, Inc.* and the concept of implied warranty of safety came up with *Henningsen v. Bloomfield Motors, Inc.*

The issues of product liability claims in India are mainly dealt by courts on the basis of principles of strict liability & negligence. With the enactment of the CPA in 1986, the consumer markets for goods and services have undergone profound transformation. The CPA 2019 set aside the uncertainty and ambiguity in the legal framework for product liability laws in India.³⁷

³⁶ Ghosh, A. (2020, August 7). Product Liability Law In India: An Evolution - Consumer Protection - India. [Www.Mondaq.Com. https://www.mondaq.com/india/dodd-frank-consumer-protection-act/974270/product-liability-law-in-india-an-evolution](https://www.mondaq.com/india/dodd-frank-consumer-protection-act/974270/product-liability-law-in-india-an-evolution)

³⁷ Ghosh, A. (2020, August 7). Product Liability Law In India: An Evolution - Consumer Protection - India. [Www.Mondaq.Com. https://www.mondaq.com/india/dodd-frank-consumer-protection-act/974270/product-liability-law-in-india-an-evolution](https://www.mondaq.com/india/dodd-frank-consumer-protection-act/974270/product-liability-law-in-india-an-evolution)

5. Elements of Product Liability

In order to claim a product liability, the plaintiff must prove the following;

- (1) the product was already defective and
- (2) the injury occurred due the defective or faulty product.

Both of these elements must be specifically stated to go for a claim of strict product liability. The first element is such that the plaintiff has to prove that a defect already existed in the product during the purchase of it from the manufacturer, supplier or the retailer. The second element to be proved by the plaintiff is that there was a fault existing in the product when the damage was caused. The inherent defect and the injury caused must be connected.³⁸

Manufacturing defect, design defect, label defect or a defect due to failure of providing a prior warning about an unavoidable danger associated with the utilization of the product are the various defects of a product where liability arises. A manufacturing defect in a product arises when it is not manufactured as intended. A design defect may exist in a product if use of the product caused injury even though the product. A manufacturing defect occurs during the manufacturing process, causing the product to depart from its intended design. Design defect is a flaw in the actual design of the product which makes it extremely dangerous for the use by consumers. The failure to give an appropriate warning of an unavoidable risk related with the product by the manufacturer, retailer or seller is also a defect.³⁹

6. Civil Product Liability in India

Prior to the emergence of the Act of 2019, the liability for product claim in India were governed by the following laws: The Consumer Protection Act, 1986, The Sales of Goods Act, 1930,

³⁸ Pandey, R. (2015, November 23). An analysis of Product Liability. Mondaq; Singh & Associates. <https://www.mondaq.com/india/product-liability-safety/445496/an-analysis-of-strict-product-liability>

³⁹ Pandey, R. (2015, November 23). An analysis of Product Liability. Mondaq; Singh & Associates. <https://www.mondaq.com/india/product-liability-safety/445496/an-analysis-of-strict-product-liability>

The Monopolies and Restrictive Trade Practices Act, 1969, The law of Torts & special statutes pertaining to specific goods.

There has been a constant evolution of product liability laws in India by way of judicial interpretations and amendments, to become a significant socio-economic legislation for the security of consumers. The legislations in India enacted laws to safeguard the interest of buyers of products from product liability but in recent times the courts started adopting a pro-consumer approach to protect and safeguard their interests. Compensations and damages which are more punitive than compensatory is awarded by the courts as of now.⁴⁰

The laws in India regarding the liability of product's claim also imposes criminal liability in case of non-compliance with the provisions of each of the mentioned Acts. Sale of specific goods such as drugs, food or cosmetics are governed by certain acts that are inclusive and not condemn any other laws in force. The Drug & Cosmetics Act, 1940; The Indian Penal Code, 1860; The Foods Adulteration Act, 1954; The Food Safety and Standards Act, 2006; The Standards of Weights and Measures Act, 1956; The Agricultural Produce (Grading and Marking) Act, 1937; The Indian Standards Institution Act, 1952 & The Bureau of Indian Standards Act, 1986 provides for imposition of fine and imprisonment in case of supply of defective products or adulterated consumables.

There are certain legislations dealt brought in with respect to the food and safety standards to be observed by the manufacturers & makers in the Act passed in 2006 which is the Food Safety and Standards Act. The non-compliance of which will impose liability on the defaulters with fine which amounts to about 10 lakh rupees along with imprisonment.

The Indian Penal Code deals with respect to product liability when the defects of a product are attached with the elements of fraud and cheating. The provisions of IPC also includes the penalty on the accused for false weights and measures, adulteration of goods and false property marks. In *Smt. Uma Deepak v. Maruti Udyog Ltd (2003)*, the complaint brought up by the affected party was that the price of the car was overcharged and it was not accidental. The Court directed the arrest and remand of the dealers of the car. Later the opposite party was granted a bail & was ordered to displace the disputed car with a new one.

⁴⁰ Bajaj, V., Raghavan, K., & Kaul, S. (2020, June 8). Product liability laws. AZB. <https://www.azbpartners.com/bank/product-liability-laws-india/>

In cases of false packaging, weights, or measures which does not conform to the standards and breaches the mandatory requirements on a package are imposed upon with a fine of upto Rs2000 as per the Rule 39 of the Standards of Weights and Measures Act, 1976. According to the Drugs and Cosmetic Act 1940, there lies a criminal liability for the manufacturers and producers of medicinal products or cosmetics etc, which does not conform or adhere to the prescribed standards stated in it.⁴¹

7. Causation

Causation requires a link that has to formed between the faulty product and the injury caused. If an act or intervention by a third party takes place, then it can be taken as a protection to point out that the link between the loss caused and the defendant's responsibility is broken as in *K Madhusudan Rao v Air France*, Revision Petition No. 3792 of 2008 decided by the NCDRC on 1 April 2010, a case was successfully defended relying on this principle since a theft of a passenger's valuables in a hotel lobby could not be pinned upon the airline that had arranged for the hotel on account of a cancelled flight. A defect in a product is not a determinant factor but has to be served as an essential condition or the immediate cause for the injury. In another case of *Geeta Jethani and Others v Airports Authority of India* a defective unserviced escalator caused the death of a minor.

Often at times, the principle of *res ipsa loquitur* is used to transfer the responsibility onto the manufacturer. This term means that the "thing speaks for itself". In certain cases the maintenance is only required to ensure that the machinery functions at its optimum capacity, but the manufacturing process should be such that there are built-in safety mechanisms to prevent the machine from becoming hazardous, and in the absence of such safety mechanisms, there could be an automatic presumption of defect in the manufacturing process following an accident that caused death or injury as in *Geeta Jethani v AAI*.⁴²

Once a product is defective, the manufacturer must establish that the defect could not have arisen from the manufacturing process. In case of a manufacturing defect, it is the duty of the

⁴¹ Bajaj, V., Raghavan, K., & Kaul, S. (2020, June 8). Product liability laws. AZB. <https://www.azbpartners.com/bank/product-liability-laws-india/>

⁴² Bajaj, V., Raghavan, K., & Kaul, S. (2020, June 8). Product liability laws. AZB. <https://www.azbpartners.com/bank/product-liability-laws-india/>

plaintiff to prove that the product was faulty or not good enough to be used. The responsibility is on the plaintiff to prove that the product was defective or not in good condition in a manufacturing defect case. The responsibility to show any form of defect in goods is always on the person who alleges the deficiency, and the cost of getting the product tested must ordinarily be borne by the party alleging the defect.⁴³

8. Litigation

1) Forum: An injured or aggrieved party can approach multiple forums depending on the case which relates to the injury, loss or damage arising from the defects in goods and services. These include the following;

- (a) jurisdictional consumer court under the CPA 2019;
- (b) jurisdictional civil court in cases of breach of contracts or torts;
- (c) an arbitrational tribunal in cases of arbitration agreement &
- (d) jurisdictional magistrate's court in case of criminal offence.

If due to a breach of duty or an act of a lawful authority, which causes the distribution of faulty products, then the injured parties can go for a relief to a jurisdictional High Court. In 2015, Commercial Court's Act came into existence (which was later amended in 2018) was meant for the adjudication and speedy disposal of commercial disputes.⁴⁴

2) Burden of Proof: The Indian Evidence Act, 1872 sets out the law relating to burden of proof for both civil and criminal cases. An aggrieved party who seeks the court's relief as to protection of legal rights has to prove the facts that establish and support its claim. The plaintiff will be to prove:

⁴³ Hart, Christine, and Mark Kinzie. (2002). Product liability (Inc editorial (ed.)). <https://www.inc.com/encyclopedia/product-liability.html>

⁴⁴ Wishnia, J. (2020, February 28). Product liability defences. Legal Match. <https://www.legalmatch.com/library/article/product-liability-defences.html>

- a) the defect present in the goods
- b) breach of warranty or a condition or
- c) breach of duty of care and the resulting damage⁴⁵

In some cases, the Indian courts have held that the existence of the defect per se is proof of negligence. In criminal case, it is to be proved by the prosecution unless the specific statutes expressly provide. In certain circumstances such as in the statutes of the Drugs Act and the FSSA, assumption of a crime or violation is created and the responsibility lies on the defendant to prove that the offence was not committed.⁴⁶(Wishnia,2020)

3) Defences: The most frequently used defenses against a products liability claim include the following:

- **Unforeseeable Usage:** If the plaintiff has misused the product in such a way that it is unforeseeable to both the manufacturer and to the purchaser, the accused will not be held liable.
- **Assumption of Risk:** A plaintiff may be barred from recovering monetary damages for the injuries if they knew of and voluntarily accepted the risks affiliated with the product, but chose to use it regardless.
- **Substantial Changes:** If a plaintiff has substantially altered a product and that alteration led to their injuries, then it may be possible to relieve the defendant of liability.
- **Comparative Fault:** Comparative fault is a defense against a claim for negligence where a plaintiff is responsible for causing the injuries.
- **Contributory Negligence:** Similar to comparative fault, contributory, it is a defense to a negligence claim. The difference between the two is that if a defendant proves contributory negligence, then it can completely omit a plaintiff from recovering.⁴⁷

⁴⁵ dahl, R., & Rainey, J. (2018, November 30). Legal Basis for Liability in Product Cases. Team-Find Law; Findlaw. <https://injury.findlaw.com/product-liability/legal-basis-for-liability-in-product-cases.html>

⁴⁶ Wishnia, J. (2020, February 28). Product liability defences. Legal Match. <https://www.legalmatch.com/law-library/article/product-liability-defenses.html>

⁴⁷ Wishnia, J. (2020, February 28). Product liability defences. Legal Match. <https://www.legalmatch.com/law-library/article/product-liability-defenses.html>

4) Personal Jurisdiction: A product liability claim where the cause of action, wholly or in part arises within a particular jurisdiction is adjudicated in a civil court. The Code of Civil Procedure(CPC) sets out the requirements for adjudication of cases in civil courts where the plaintiff has the discretion to file a suit for compensation for damages done to a person or a property. In cases involving foreign parties, The Indian courts favor the common law principle of comity in cases involving foreigners. If in a case where the foreign court has jurisdiction, the Indian courts will be opposed to interfering with the aggrieved party to seek compensation before the relevant foreign court.⁴⁸

5) Expert Witnesses: Under Indian civil law, experts may be appointed by the court when it is necessary to form an opinion based on a technical or scientific issue. Experts can be appointed to examine the defective products where a proper examination is necessary according to the CPA 2019. It is the choice of the court to admit the opinions of experts.

6) Discovery: The discovery of documents or particulars under Indian law is principally governed by the CPC for civil matters and CrPC for criminal cases. The Indian courts have the inherent powers to demand for presenting the documents or information which are in the possession of a party or a third party whenever during the delay of proceedings. The court has the decision whether to admit the discovery of information or not.⁴⁹

7) Apportionment: Under Indian law, a decree passed for the payment of compensation in a suit for breach of contract or tortious claims may be passed by a court of competent jurisdiction only against persons named as defendants in the suit.

In cases of product liability that arise due to the breach of contract, the apportionment of liability maybe joint or several which varies from case to case. Under the CPA 2019, the proper

⁴⁸ Pandey, R. (2015, November 23). An analysis of Product Liability. Mondaq; Singh & Associates. <https://www.mondaq.com/india/product-liability-safety/445496/an-analysis-of-strict-product-liability>

⁴⁹ Bajaj, V., Raghavan, K., & Kaul, S. (2020, June 8). Product liability laws. AZB. <https://www.azbpartners.com/bank/product-liability-laws-india/>

forum has upheld the principle of joint and several liability & held the manufacturer and dealer to be jointly and severally liable for sale of faulty products in cases of consumer complaints.

8) Mass Tort Actions: The CPA 2019 recognizes the right to initiate a class action, including enforcing recall, refund and return of products when necessary, in order to prevent detrimental effects to the consumer's interests. Under the CPA 2019, before institution of the proceedings, the plaintiff's have to obtain permission in advance from the adequate body for the adjudication of the dispute. The Act also deals with a provision for benefit to the consumers who cannot be identified. This power under the Act is implemented in the happening of a loss or injury which is endured by a multitude of defective goods or services.⁵⁰

9) Damages: The SGA, Contract Act, the CPA 2019 and the law of torts deals with the laws of economic damages. The Contract Act has provisions for the discharge of indemnity to the aggrieved or injured party for the harm or injury which arise as a natural outcome of a breach; or which the parties had knowledge while taking part in a contract. The CPA 2019 permits awards of punitive damages in certain circumstances which is the discretion of the consumer courts. The compensation granted upon the laws governing consumer protection laws or by a civil court is lower than as to what is awarded in other developed countries.⁵¹

10) Time limits: The period of limitation for a tort claim is for 3 years from the date on which the right to sue occurs. The CPA,2019 however provides a limitation period of two years from the date of cause of action. If a consumer complaint is filed beyond the period of limitation, it is at the choice of the court to decide given that the reasons are duly provided by the consumer for the delay.

⁵⁰ Wishnia, J. (2020, February 28). Product liability defences. Legal Match. <https://www.legalmatch.com/law-library/article/product-liability-defences.html>

⁵¹ Bajaj, V., Raghavan, K., & Kaul, S. (2020, June 8). Product liability laws. AZB. <https://www.azbpartners.com/bank/product-liability-laws-india/>

9. Strict Product Liability

Strict liability is said to take place in a situation where even though the product is safely designed & properly manufactured; the people responsible for the selling of the product may be made liable for a product liability claim. The elements to be proved are as follows:-

- The product was unreasonably dangerous when it was bought;
- The parties to the product had no presumption that it would be altered prior to before it reaches the consumer or user.
- The consumer was injured due the defective product's usage;
- The consumer was injured by the product; and
- The product was used as directed by the person who sold the product. ⁵²

The plaintiff's injury was due to the product and it was in the same condition as it was when it was purchased by the plaintiff had to be proved. If in any case the product is altered by the plaintiff which resulted in the injury, in such a case the seller, manufacturer or retailer may not be held liable.⁵³(Haag et al, n.d.)

10. Developments in Product Liability Laws

The year 2019 has gone through significant development in product liability laws in India. The aim of CPA 2019 is to strengthen consumer protection laws and the product liability structure in India. The notable changes in the CPA 2019 include the following:

(i) Penalties imposed against fake or misleading advertisements not just against manufacturers, traders, advertisers and publishers, but also against endorsers of the products;

⁵² LaMance, K. (2015, July 29). What Is Strict Product Liability? LegalMatch Law Library; Legal match. <https://www.legalmatch.com/law-library/article/what-is-strict-product-liability.html#:~:text=Strict%20Liability%3A%20Strict%20liability%20is>

⁵³

Haag, A., Kammer. (n.d.). Three Legal Theories for Products Liability. Atterbury, Kammer & Haag, S.C.; FINDLAW. <https://www.yourwisconsininjurylawyers.com/articles/products-liability/three-legal-theories-for-products-liability/>

(ii) the idea of unfair contracts is introduced and it allows the consumers to raise claims in this regard;

(iii) restriction on unfair trade practices in the area of e-commerce is done by the Central Government with the power offered by the Act;

(iv) Enables complainants to file complaints at the place the suer resides or work in writing or electronically.

(v)It also provides for alternate dispute resolution through mediation;

(vi) It takes into consideration the foundation of the CCPA (Central Consumer Protection Authority) set up by the Central Government. This authority will keep a keen check on the matters which relate to the unfair trade practices, violation of consumer rights, deceptive advertisements which are detrimental to the regards of the public and consumers and to protect the rights of consumers.⁵⁴

A statutory framework for the recall of defective vehicles has been initiated by the Act of Motor Vehicles. This vehicle recall is meant to put a limit to the liability of the manufacturers and dealers. The Hyundai Motors, Maruti Suzuki and Mahindra and Mahindra are some of the major automobile manufacturers who initiated several voluntary recalls in the year 2019.

In the year 2019, several drug related recalls under the regulation of pharmaceutical sector were made for not meeting the stipulated standards of quality. There has been an enhancement in the authoritative structure for medical devices which took effect on April 1st,2020; it also includes an online device for the registration of medical devices.

In areas of rapid technological change, such as 3D printing and driverless cars, the existing principles of product liability laws are still not sufficiently evolved to identify and apportion liability in cases involving human and machine error. In the era where artificial intelligence systems takes important decisions and the involvement of human element is comparatively less, the clarity of issue of liability is not specific. The legislators and judiciary are continuously

⁵⁴ Majmudar. (2019, September 27). Important changes to India's Product liability laws and Consumer Protection Act. <https://www.majmudarindia.com/insight/important-changes-to-indias-product-liability-and-consumer-laws/>

in an attempt to keep the Indian laws updated so as to keep up with the challenges proposed due to the rapid change and development in the society.⁵⁵

11. Conclusion

The product liability laws in India has undergone a constant evolution by way of the interpretations and amendments of the judiciary, to constitute to be a beneficial socio-economic legislations for the safety of consumers. Protecting the consumers from dangerous or defective products and making the sellers liable is the ultimate goal or aim of product liability laws.

The recent Consumer Protection Act of 2019 is more comprehensive and in conformity with the consumer protection rules and authorities around the world in comparison to the Act of 1986. To conclude this paper contains a thorough discussion on the general aspects of product liability, its evolution, the litigation process and the developments in the product liability laws. For safeguarding the consumers from the defective or dangerous products a good safety & security system is essential for the. The development of a unified regulatory framework is necessary, where the burden of the product's safety lies on the manufacturer, the pre-market and post-marketing surveillance activities of the authorities are responsible. In addition, the development of a uniform labeling and provide full transparency of information to consumers is essential for most of the products, in light of the provision of better safety standards for consumers. In addition to the above, the consumers should be given fully transparent information of the product as well which is necessary to state that the product conforms to the safety standards provision.

⁵⁵ Majmudar. (2019, September 27). Important changes to India's Product liability laws and Consumer Protection Act. <https://www.majmudarindia.com/insight/important-changes-to-indias-product-liability-and-consumer-laws/>