

Water leakage from sunroof, you can complain to the forum | रसरंग में आपके अधिकार: सनरूफ से वॉटर रिसाव, कर सकते हैं फोरम से शिकायत

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दैनिक भास्कर

September 28, 2025

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- Water Leakage From Sunroof, You Can Complain To The Forum

Your rights in Rasrang: Water leakage from sunroof, you can complain to the forum

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The demand for panoramic sunroofs and related features has grown rapidly in the Indian automobile market. Once limited to premium vehicles, this feature is now available in mid-segment cars as well, being marketed as a symbol of luxury and convenience. However, with its growing popularity has come a flood of consumer complaints, such as water leaks and persistent noise. This raises an important legal question: In what cases would this problem be considered a manufacturing defect under the Consumer Protection Act?

What is the legal framework?

Section 2(10) of the Consumer Protection Act, 2019 defines "defect" as any deficiency in quality, performance, or standard required to be met by law or contract. Section 2(11) defines "deficiency in service." Remedies available under Section 39 include refund, replacement, repair, and compensation.

Courts have repeatedly emphasized the need to distinguish between simple repairable problems and genuine defects. In the Sushil Kumar Gabagautra case (2006), the Supreme Court held that vehicle replacement orders can only be granted if a serious manufacturing defect is proven. Such orders cannot be granted solely on the basis of repeated complaints. The defect must either be self-evident, or expert testimony is usually required to prove the defect.

Compensation for the need to visit the workshop frequently

In Mitali Agarwal (2014), a consumer complained of a leaking car sunroof, a noisy steering wheel, and a faded spoiler. The Commission found that each complaint was promptly rectified during warranty service. Since none of the problems were permanent, a manufacturing defect was not established. However, the car company was ordered to pay the consumer a lump sum compensation for the inconvenience caused by repeated visits to the workshop.

Control modules are faulty, compensation of Rs 10 lakh

Perhaps the most serious case was the case of H.G. Jain (2025), in which water leaked from a car's sunroof and damaged the electronic control modules. Despite repeated attempts, the problem remained unrepaired, rendering the luxury car completely unusable. The Commission considered this a clear manufacturing defect and awarded a lump sum compensation of ₹10 lakh, stating that consumers purchasing premium cars have a reasonable expectation of trouble-free performance.

No complete relief for second-hand car buyers

A second-hand car buyer (2018 case) complained of recurring problems, including a sunroof. The Commission ordered a refund of only 50% of the purchase amount, taking into account the vehicle's depreciation. Because the consumer was a second-hand buyer and the vehicle was already old, he was not granted full relief.

These big principles emerged from the decisions

1. Distinguish between minor and major defects: If a sunroof problem is merely repairable (such as seal replacement or adjustment), it's considered a service deficiency. However, if the leak is persistent or impacts safety, it's considered a manufacturing defect.

2. Expectations from luxury cars: Consumer forums take a more stringent stance when it comes to expensive vehicles. As seen in the H.G. Jain case, buyers spending lakhs of rupees want not just basic functionality but also reliable and peace-of-mind performance.

3. The role of expert evidence: Independent technical reports often influence decisions. In Prince Bansal (2019), the Commission relied on expert observation.

4. Manufacturer's Liability: Dealers often try to shirk responsibility, but ultimately the responsibility rests with the manufacturer. If the defect is systemic, they cannot hide behind a disclaimer.

(The author is also Secretary, CASC.)