

## AC: If defects occur repeatedly, claim compensation | रसरंग में आपके अधिकार: AC: बार-बार डिफेक्ट आए तो करें मुआवजे का दावा

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### Your rights in Rasrang: AC: If defects occur repeatedly, claim compensation

Gaurav Pathak



As the temperature rises, consumer complaints related to air conditioners (ACs) also start increasing. Product defects, service delays, misleading advertisements and even accidents put manufacturers and sellers in the dock. In such a situation, what are the legal rights of the consumer when the air conditioner does not work properly and what are the responsibilities of the seller and service provider? Let us understand these in the light of consumer laws.

**Misleading representation and unfair trade practice** When a consumer pays for a branded product, it is the seller's responsibility to provide the same brand and product. In the case of C.S. Rahalkar vs. S. Khankhoje (2005), the complainant had paid for an air conditioner in advance but was delivered an assembled unit made of inferior components. The Chhattisgarh State Commission held this as unfair trade practice under Section 2(1)(r) of the Consumer Protection Act, 1986 and awarded compensation. This case makes it clear that if there is evidence of misleading representation in writing, the seller cannot resort to an oral agreement or disclaimer.

### **Defects not getting fixed**

In Panasonic India Pvt. Ltd. v. M.M. Sharma (2006), a new AC was not working properly despite repeated repairs, even replacement of the compressor. The Delhi State Commission held that the product was defective under Section 2(1)(g) of the Consumer Protection Act, 1986. The Commission, therefore, ordered a refund of the entire purchase amount and compensation. This judgment establishes that if the problem persists despite repeated repairs, consumer forums are not averse to ordering a full refund instead of partial relief.

**Enforcing warranty obligations** In the case of Rakesh Pathak vs Hindustan Aircon Pvt. Ltd. (2014), the complainant demanded replacement of a faulty compressor within the warranty period. When the company did not take any action, the consumer filed a complaint with the District Consumer Forum. The forum ordered replacement of the compressor and compensation, which was also upheld by the National Commission. This judgment makes it clear that companies cannot escape their warranty obligations.

**Installation defects Manufacturer's responsibility** Installation defects or negligent service are often overlooked. In the case of Godrej & Boyce Manufacturing Company Ltd. vs Rajkumar Maini (2016), the service personnel damaged the gas pipe of the AC during repairs. This caused continuous trouble to the consumer and the defect was confirmed by expert investigation. The National Commission ordered compensation along with refund. This case makes it clear that responsibility lies not only for the original defect in manufacturing but also during negligence in after-sales service.

**'Vicarious Liability' on Negligence in Service** The most tragic case is Laxmaiya vs Man Singh & Ors (2024), where an AC exploded during repair and the complainant's son died. The National Consumer Commission held the service provider guilty in this case under 'Vicarious Liability' (owner's responsibility for employee's fault). Applying the principle of 'res ipsa loquitur' (the event itself shows that negligence has occurred), the Commission said that the company cannot escape responsibility merely on the ground that it was not directly responsible for supervising the mechanic. While ordering compensation of Rs 10 lakh, the Commission said that repair services are not ancillary services but are an integral part of the business of AC companies.