Central Consumer Protection Authority
F. No. CCPA-2/25/2023-CCPA

In the matter of: Suo-moto case against Panasonic Life Solutions India Pvt. Ltd., regarding claims of Lifespan and terms of warranty of its LED light bulbs,

CORAM:

Mrs. Nidhi Khare, Chief Commissioner
Mr. Anupam Mishra, Commissioner

Appearances
Advocate Raj Dev Singh, Advocate Yash Raj, Mr. Dhaval Mehta, & Mr. Chandrasekar Kanse

Date: 24.07.2025

ORDER

1. This is a suo-moto case taken up by the Central Consumer Protection Authority (CCPA) against Panasonic Life Solutions India Pvt. Ltd., (hereinafter referred to as 'Opposite Party') regarding misleading advertisement and unfair trade practice concerning claims of lifespan and terms of warranty of its LED light bulb.

2. Taking suo-moto cognizance of the advertisements, the CCPA in exercise of power conferred under Section 19 of the Consumer Protection Act, 2019 (hereinafter referred to as 'the Act') issued a notice dated 2nd May 2023 to the opposite party for alleged violations of the provisions of the Consumer Protection Act, 2019. The notice highlighted concerns regarding misleading advertisements, wherein the product appears to be falsely described and misrepresented life span in a manner likely to mislead consumers regarding its nature, quantity and quality. It was further noted that the opposite party appears to be engaged in unfair trade practices by promoting the sale of goods through deceptive means that maybe falsely represented the product to be of a particular standard, quality, or quantity and by offering warranties or guarantees on performance, efficacy, or lifespan without adequate or proper substantiation through testing. An opportunity to furnish response within 15 days of the issuance of notice was given to the opposite party to substantiate their claims.

3. The CCPA observed that the opposite party for its LED light bulb product does not conspicuously mention warranties offered on all its product packaging. The CCPA further noted that where warranties are offered by the opposite party, the periods of such warranties offered do not justify the claims of lifespans of their LED light bulbs. The advertisements made by the opposite party of extra-ordinarily long lifespans for its LED light bulbs without adequate testing are prima facie misleading. The advertisements floated by the opposite party claiming

extra-ordinarily long lifespans for its LED light bulbs constitutes an "express warranty" as defined under section 2(20) of the Act. As per section 2(47) (i) (g) of the Act, unfair trade practice includes making any statement, whether orally or in writing or by visible representation including by means of electronic record, which gives to the public any warranty or guarantee of the performance, efficacy or length of life of a product or of any goods that is not based on an adequate or proper test thereof.

4. In response to the notice, a reply dated 12th May 2023 was received wherein the opposite party made the following submissions,

a) The company denies making any claims on its packaging or promotional materials about LED bulbs having a 50,000-hour lifespan or a lifespan exceeding 10 years. It asserts that all packaging clearly states a "1 Year Warranty" and does not contradict its warranty policy.
b) Company explains that any reference to product lifespan or "burning hours" is based on internal life calculations using standardized methods, including thermal tests, LM80 and TM21 calculations, and electronic driver assessments, all conducted at 25°C.
c) It asserts adherence to BIS and BEE guidelines, and product validation through NABL-accredited labs using IES/ANSI LM79-2019 testing standards.
d) In response to allegations about a cumbersome warranty process, Panasonic submitted data showing a 99.74% customer satisfaction rate (only 12 negative feedbacks out of 4,689 in FY 2022-23), asserting a hassle-free replacement process
e) The company submitted the warranty & Burning hours (BH) Declaration on LED Bulb Packaging (Annexure-I) highlighting 1year warranty and 25000 Bh of Life, as Annexure II it submitted Life Calculation, Burning Hours Declaration Justification, declaring the product life as 25,000 BH, Annexure IV as financial year i.e. FY2022-23
f) The company affirms that it has not violated any provisions of the Consumer Protection Act, 2019, or related rules, regulations, and guidelines.

5. However, the product under scrutiny is the 'Panasonic 9-Watt Motion Sensor LED Bulb,' which advertises a lifespan of 30,000 burning hours and offers a one-year warranty. Accordingly, the CCPA examined reply submitted by the opposite party and satisfied that there exists a prima facie case of misleading advertisement and unfair trade practice under the Consumer Protection Act, 2019 as the opposite party failed to provide the documents to substantiate the alleged claim. Therefore, on 06.10.2023, CCPA requested Director General (Investigation) to conduct a detailed investigation into the matter.

6. Thereafter, an opportunity of hearing was granted to the Opposite Party on 20th December 2024. The opposite party was represented by Mr. Arnab Kumar Mahadani, General Manager – Legal. During the hearing, Mr. Mahadani submitted that he was not aware of the matter and sought additional time to acquaint himself with the case details. Taking note of the submission, the CCPA placed on record the relevant facts of the case, including that the opposite party is advertising its LED bulbs with a claimed rated life of 30,000 burning hours,

and exhibited the advertisement as available on the Amazon portal. Accordingly, vide order dated 20th December 2024 & order dated 23th December 2024, time was granted, and the next date of hearing was fixed for 16th January 2025.

7. On 15th January 2025 the opposite party submitted additional reply to the show cause Notice, wherein the opposite party made the following submissions,

a) The opposite party denies any claims of "50,000 burning hours" or "10 years lifespan" on the packaging of its LED bulbs, terming such allegations as factually incorrect and unsubstantiated. It submitted copies of product packaging demonstrate that the declared specifications do not support the alleged claims.
b) Opposite party asserts that all its LED bulb packaging prominently mentions a 1-year warranty, which is consistent across product lines and adheres to industry norms
c) The opposite party declared burning hours are derived from detailed technical evaluations of: (i) LED Module (tested using LM80 and TM21 methodologies), (ii) Electronic Driver (evaluated via life-cycle tools for capacitors), (iii) Input Power Supply Conditions (220V–240V rated with known impact from voltage fluctuations).
d) Further the opposite party submits that Internal test data supports an estimated LED module life of 77,000 hours and driver life exceeding 49,000 hours under standard conditions and that it justifies its declaration of 25,000 burning hours as compliant with IS 16102 (Part 2): 2017, Clause 11.
e) The opposite party distinguishes Burning Hours, as a mandatory regulatory declaration under the Bureau of Energy Efficiency (BEE) framework, and Warranty, as a voluntary business decision independent of the declared burning hours. It emphasizes that burning hours disclosure does not imply any extension of warranty terms.
f) The reply attaches the BEE LED Schedule (Annexure-3) and cites mandatory labelling obligations including lumen maintenance and rated life under IS 16102. The opposite party confirms that burning hours declaration is made solely to meet BEE requirements and does not constitute a performance guarantee or extended warranty.

8. As per the order dated 23rd December 2024, a hearing was held on 16th January 2025, Adv. Ritesh Khare, Arnab Kumar Mahadani and Mr. Chandrashekar Kanse appeared on behalf of opposite party and submitted that the product marketed under the title "Panasonic 9 Watt Motion Sensor LED B22D Bulb for Home with 3-Meter Radius Sensor Area, Auto Off after 15 Seconds, comes with 30,000 Burning Hours Life and 1-Year Warranty," thereby indicating that the bulb is claimed to have an operational lifespan of 30,000 burning hours, in addition to a 1-year warranty provided by the opposite party. The opposite party was directed to substantiate the basis of the claim regarding a 30,000-hour operational life of the LED bulb. In response, Adv. Ritesh Khare referred to IS 16102 (Part 2): 2017 which mandates the declaration of the Rated Life (in hours) and the corresponding lumen maintenance on the

product packaging, datasheets, leaflets, or website. To support the claim, the Opposite Party also relied upon a NABL-accredited test report issued by Alpha Test House.

9. However, the CCPA highlighted that the Alpha Test House report clearly indicates a rated life of 25,000 hours with L70 lumen maintenance. In response, the Opposite Party explained that the L70 lumen maintenance standard refers to the point at which the luminous flux of the LED decreases to 70% of its initial output, i.e. if an LED bulb is rated at 25,000 hours L70, it means that after 25,000 hours of operation, the bulb is expected to maintain at least 70% of its original light output. A query was raised regarding the interpretation and implication of the L70 lumen maintenance standard in the context of the product's claimed lifespan. In response, the Opposite Party submitted that, owing to the technical nature of the subject, it would require additional time to furnish a detailed explanation on the meaning of L70 and to clarify the methodology adopted by the opposite party to arrive at the claimed figure of 30,000 burning hours. The CCPA grants 4 days additional time to submit its response.

10. As per the directions during the hearing the opposite party submitted its response on 21st January 2025, and stated that a Sensor LED Bulb, which falls under Indian Standard IS 16102 (Part 1) for self-ballasted lamps with integrated controls, and not under IS 16102 (Part 2), which pertains to manually controlled LED lamps. The claim of 30,000 burning hours made on the product packaging is accompanied by a qualifying asterisk, indicating that this lifespan is valid only under controlled test conditions (25°C ± 2°C). Panasonic explains that L70 standard is the point at which luminous output of a lighting device decreases to 70% of its initial value and sights example that, a product rated 30,000 burning hours at L70 indicates that after 30,000 hours of use, the light output will have reduced to 70% of its original brightness. The opposite party emphasizes that the information disclosed to consumers is accurate, conditional, and in compliance with regulatory norms, and reiterates its commitment to transparency and lawful conduct.

11. Another opportunity of hearing was granted to the opposite party on 16th April 2025, during which the opposite party was represented by Adv. Yash Raj, Adv. Ritesh Khare, Mr. Raj Dev Singh, Mr. Dhaval Mehta, and Mr. Chandrashekhar Kanse. The opposite party referred to its additional reply dated 21st January 2025, elaborated on the L70 benchmark as the basis for the claimed lifespan. The CCPA specifically raised a further query as to how the opposite party arrived at the 30,000 burning hours figure and is there any report to substantiate it. The opposite party submits that *"the bulb can go on for 30000 hours without being any issue, in the Alpha Test House report which mentions about 25000 hours & L70 signifies that the lumen is reduces to 70% and does not signifies burning hours cannot go for more than 25000hours "*.

12. Further, opposite party, submitted that the product warranty period (either 1 year or 2 years) is distinct from the product life span, and these are two separate components. Taking note of this submission, the CCPA acknowledged that there was no issue regarding the 1-year warranty claim. However, the CCPA clarified that the core concern pertains to the claimed

product life of 30,000 burning hours, especially in light of the Alpha Test House Report indicating 25,000 hours. In response, opposite party submitted that it is common across industries for products to have a longer life span than the warranty period for example, a television may have a life span exceeding 2 lakh hours while carrying a 3-year warranty. He contended that, similarly, in this case, offering a 1-year warranty and stating a 30,000-hour life span is neither manipulative nor amounts to misleading advertisement, as it aligns with standard industry practice.

13. In addition to the above submissions, opposite party further clarified that the claim of 30,000 burning hours does not imply that the bulb will cease functioning after this duration. He submitted that the bulb can continue to operate even after 25,000 hours, albeit with reduced brightness. In response to the CCPA's pointed query on "what is the basis for the claim of 30,000 burning hours", the opposite party referred to paragraph 7 of its additional reply dated 21st January 2025, submitting that the 30,000 burning hours claim on the product packaging is marked with an asterisk, denoting that the stated lifespan is applicable only under controlled test conditions of 25°C ± 2°C.

14. The CCPA observed that ambient temperatures across India are rarely stable at 25°C ± 2°C thereby casting doubt on the practical applicability of the 30,000 burning hours claim when such performance is contingent on controlled laboratory conditions. In light of these, the opposite party requested additional time to provide a detailed explanation. The CCPA granted three (3) days' time to the opposite party to submit its written response to these specific queries.

15. The opposite party, through its additional submission dated 18th April 2025, responded to the CCPA's query regarding the basis for the "30,000 burning hours" claim made for its Sensor LED Bulb, stating that the figure is scientifically derived using internationally recognized testing standards—LM-80 and TM-21—aligned with Indian Standard IS 16105. It was submitted that LM-80 testing was conducted at temperatures of 55°C, 85°C, and 105°C over 9,000 hours, with lumen maintenance exceeding 95%, and that TM-21 extrapolation of this data projected an L70 lifetime of over 36,000 hours, potentially extending to 54,000 hours. However, the opposite party conservatively declared 30,000 hours to ensure transparency and consumer safety.

16. It was further clarified that the figure is marked with an asterisk on the packaging to indicate its applicability under standard test conditions (25°C ± 2°C), and that such performance may vary under actual usage. The claim complies with IS 16102 (Part 1) and BEE labelling norms, and the declared burning hours are distinct from the 1-year commercial warranty. Supporting technical documentation was submitted, and the opposite party has sought closure of the proceedings, while requesting that, if required, a technical expert be permitted to provide further explanation before the CCPA. In support of its submissions, the opposite party annexed LM-80 test reports, TM-21 projection sheets, and internal validation

spreadsheets (Annexures A- IES LM-80-15 Test Report dated 1st September 2021 developed by NVLAP Testing & BACL Labs Corp. report dated 23rd August 2019 and Annexure-B- Energy Star TM-21 Calculator). Further prayed for another opportunity of hearing to present the technical aspects in greater detail.

17. The CCPA, accepting the request of the opposite party, granted another opportunity of hearing on 28th April 2025 to enable them to justify the claim of 30,000 bh. Advocate Raj Dev Singh, Advocate Yash Raj, Mr. Dhaval Mehta, & Mr. Chandrasekar Kanse, Senior Manager Legal, Panasonic Life Solutions India Pvt. Ltd., represented the matter and submitted that the LED bulb comprises various components, including LED chips, drivers, and housing, and that its overall performance is a result of the integrated functioning of these components. It was further submitted that the LED chips incorporated in the product have been independently tested for 9,000 hours in accordance with international standards, specifically LM-80 for lumen maintenance, and that TM-21 extrapolation projects an L70 life exceeding 36,000 hours.

18. During the hearing, the CCPA raised the following issues for clarification: (i) confirmation was sought on whether the same LED chips, as tested and reported in the LM-80 and TM-21 documents produced by the opposite party, were utilized in the Panasonic bulb under consideration; (ii) an explanation was required as to why these test reports were not submitted earlier during the investigation stage as requested through email dated 12th April 2024 or brought to the attention of the CCPA when specifically requested; (iii) inconsistencies were observed in the current online advertisement of the product on Amazon, where the product packaging reflects "30,000 burning hours," while the description mentions "25,000 burning hours"; and (iv) it was pointed out that the LM-80 report produced pertains to a 1-watt LED chip, whereas the product alleged is a 9-watt bulb, for which the opposite party was directed to clarify the correlation and applicability of the submitted test results.

19. The opposite party, in response to the issues identified, submitted that the alleged bulb incorporates the same LED chips as those tested in the LM-80 and TM-21 reports, and that each chip is of 1-watt capacity, collectively constituting a 9-watt bulb. However, the opposite party did not adequately explain why the said test reports were not produced during the investigation conducted by the Director General, despite specific requests made at that stage.

20. The submission of the LM-80 and TM-21 reports, along with the current clarifications provided by the opposite party, introduces new facts and raises several additional issues that require further examination, namely: (i) the validation and authenticity of the test reports viz., IES LM-80-15 Test Report dated 1st September 2021 developed by NVLAP Testing & BACL Labs Corp. report dated 23rd August 2019 and Energy Star TM-21 Calculator ; (ii) the substantiation of the claim of 30,000 burning hours based solely on the performance of the LED chips, which constitute only a component of the assembled LED bulb (alleged product);

and (iii) the reliance placed on these new reports in view of the earlier test report of ALPHA Test House, which recorded a rated life of up to 25,000 burning hours at L70, and was submitted by the opposite party vide letter dated 21st January 2025.

21. In light of these developments and considering the submissions, the CCPA passed an interim order dated 28th April 2025 forwarded to the Director General (investigation) to investigate the authenticity of the LM-80 and TM-21 reports submitted by the opposite party through additional reply to CCPA dated 18th April 2025, assess the substantiation of the 30,000 burning hours claim based on component testing, and compare the newly submitted reports with the earlier ALPHA Test House report dated 18th April 2022, which recorded a rated life of 25,000 burning hours.

22. The Director General (investigation) submitted its report on 17th June 2025, the findings of the report are as follows,

i. The BACL report submitted pertains only to an LED module and is issued to Shenzhen Runlite Technology Co. Ltd., a supplier with no corporate affiliation to Panasonic.
ii. No performance test report has been provided for the fully assembled Motion Sensor Bulb as per IS 16102 (Part 2), which is essential to substantiate performance-related claims.
iii. The BIS certification obtained by the opposite party is limited to IS 16102 (Part 1), which covers only safety, not performance.
iv. Without certification under IS 16102 (Part 2), the product's claimed life of 30,000 hours exceeds the permitted cap of 25,000 hours and remains unverified
v. The DG Investigation reports concludes that Panasonic Life Solutions India Pvt. Ltd.'s claim of 30,000 burning hours for its Motion Sensor LED Bulb is misleading and unsubstantiated. The BACL test report submitted pertains only to an LED module (a subcomponent) and is issued to Shenzhen Runlite Technology Co. Ltd., a third-party supplier with no corporate affiliation to Panasonic. No performance report for the fully assembled bulb has been provided as per IS 16102 (Part 2). Its further states that while the opposite party holds BIS certification under IS 16102 (Part 1) for safety, it lacks certification under Part 2, which governs performance and caps life claims at 25,000 hours. In absence of a complete product performance test, the 30,000-hour claim lacks regulatory backing and mislead consumers.

23. The investigation report submitted by the Director General (Investigation) was shared with the opposite party for comments on 20th June 2025. The opposite party, vide its submission dated 24th June 2025, raised objections to the Investigation Report dated 17.06.2025, stating that the report was finalized without affording it a fair opportunity to submit a comprehensive reply. It was brought to the notice of the CCPA that the matter involves complex technical and operational data spread across multiple departments, necessitating coordination with internal teams.

24. The opposite party had formally sought an extension of five days via email dated 13.06.2025 to the DG (Investigation); however, no response was received until 16.06.2025, when it was informed at 3:17 PM to file its reply by 11:00 AM the following day, effectively providing less than one working day. Despite this, the opposite party submitted a reply on 18.06.2025 containing available records and explanations. It was submitted that the Investigation Report appears to have been finalized in haste, without acknowledging or incorporating the contents of the said reply, which amounts to denial of natural justice. The opposite party has requested that its reply dated 18.06.2025 be taken on record and considered before any further action is initiated, and that the Investigation Report be revised accordingly. The opposite party also expressed its willingness to provide any further clarification or documentation as may be required for fair adjudication.

25. The contention of the opposite party that the Director General (Investigation) did not take into consideration its reply dated 18.06.2025 is incorrect. The said reply was duly considered and shared with the Director General (Investigation) for comments. After examining the reply dated 18th June 2025, the Director General (Investigation) concluded that it did not address the technical queries raised and that it would have no bearing on the findings or conclusions of the investigation report dated 17th June.

26. Subsequently, another opportunity of hearing was granted to the opposite party on 26th June 2025, during which the opposite party was represented by Adv. Raj Dev, Mr. Yash Sinha, and Mr. Dhawal Mehta made the following submissions:-

i. Denying the findings of the Investigation Report, the opposite party submitted that Shenzhen Runlite Technology Co. Ltd., as referred to in the report, is not the manufacturer of the final product but is merely the supplier of the LED component used in the Sensor LED bulb. It was clarified that the component supplied by Runlite is the core light-emitting element, and the overall product is assembled and tested by the opposite party, with performance validation conducted through its internal testing protocols.
ii. The opposite party, referring to its reply dated 18.04.2025, submitted that BACL Test Report for this component, confirms that the component was tested under different temperature conditions and for a duration of 9,000 hours in accordance with internationally accepted standards, specifically LM-80 for lumen maintenance. The data was further subjected to TM-21 extrapolation, which projects an L70 lifetime exceeding 36,000 hours. It is clarified that the said component is the core light-emitting element of the LED bulb, and the burning hours claim is based on the performance and reliability of this tested component.
iii. Further the opposite party also reiterated that Part 1 of Indian Standard IS 16102 is applicable to the product in question, as it is a sensor-based LED bulb with integrated control mechanisms. It was submitted that Part 2 of the standard, which pertains to

non-sensor-based, manually controlled LED lamps, is not applicable. The opposite party emphasized that the classification of the product under IS 16102 (Part 1) is consistent with its technical specifications and functional characteristics, and accordingly, the compliance and testing parameters have been aligned with the provisions of Part 1.

iv. The CCPA observed that while the LM-80 and TM-21 data submitted pertains to the individual LED component (supplied by Shenzhen Runlite Technology Co. Ltd.), there is no evidence on record indicating that the complete assembled Sensor LED product, including its integrated driver, housing, and sensor functionalities, was subjected to full product-level testing as per IS 16102 (Part 1) to substantiate the claim of 30000 hours. Accordingly, the CCPA sought clarification on whether the final marketed product, in its complete form, was tested and validated in accordance with the applicable standards.

v. In response, the opposite party submitted that while there is no independently tested report available for the complete Sensor LED bulb as marketed, the product has been tested in the opposite party's in-house laboratory, which is stated to be equipped with facilities and protocols of a standard equivalent to a NABL-accredited laboratory. Further the opposite party shared its screen to present a PowerPoint presentation and an Excel sheet containing in-house test reports and data pertaining to the Sensor LED bulb.

vi. The Opposite party referring to Excel sheet, highlighting the Switching Test of the alleged the product was subjected to 30 seconds ON and 30 seconds OFF cycles, and it withstand 30,000 cycles commenced on 29.10.2023 and concluded on 20.11.2023. The test report indicates a "Pass" status, with no abnormality observed and the product functioning properly after completion of the test.

vii. In continuation, the CCPA observed that the Switching Test report relied upon by the opposite party was not previously submitted on record, and appeared to be limited in scope, addressing only the ON/OFF operational endurance and not the full compliance requirements under IS 16102 Part 1 applicable to sensor-based LED bulbs. Accordingly, the CCPA raised a specific query in this regard and directed the opposite party to formally submit the said document, along with any other relevant test reports, for official consideration and inclusion in the case record.

27. Pursuant to the CCPA's direction, the opposite party on 1st July 2025 submitted its additional reply along with the PPT and Excel Sheets presented during the hearing. The document outlines the testing parameters, methodology, and results, confirming that the product successfully withstood 30,000 ON/OFF cycles at 45°C without any abnormality. The opposite party also submitted a life testing report from Dhanashree Electronics Limited, reflecting ongoing operational testing of the "9W Radar Bulb CW" supplied by Panasonic. The report documents multiple test batches initiated between 29.11.2023 and 06.01.2024, with each batch undergoing evaluations at 100, 500, 1000, 2000, and 6000-hour intervals. All test entries show "Found OK" status at each stage with zero failure quantity, and the remarks

consistently state that the products are "set in Life Testing (LT) Room" and functioning normally.

28. However, the test ending date is not recorded, and the status column indicates "Burning Continue", suggesting that the life testing is still in progress and further the CCPA observed that while the data reflects that the bulbs were functioning without failure across 100 to 6000-hour intervals, the report does not provide any lumen output measurements to assess lumen maintenance levels or determine compliance with the L70 standard (i.e., the point at which luminous flux drops to 70% of its initial value). Further it also submitted that motion sensor declaration issued by Lan Quad Semiconductor Co. Ltd., dated 25th June 2025, which states that the motion sensing module Item No. K32R06 used in Panasonic product has declared life of 50,000 hours.

29. The CCPA carefully considered the findings contained in the investigation report, along with the written submissions and oral representations made by the opposite party during the course of the proceedings, and observes that:

i. The product in question Panasonic 9-Watt Motion Sensor LED Bulb is advertised and marketed with a declared operational lifespan of 30,000 burning hours and a 1-year warranty. The claim of 30,000 burning hours forms the central issue in the present proceedings under scrutiny for potential misleading advertisement and unfair trade practice under the Consumer Protection Act, 2019. It is noted that the product continues to be available for sale as on 4th July 2025, and the advertisement describing the said features has been attached as **Annexure- 1 at the end**.

ii. The CCPA observes that the claim of "30,000 burning hours" is prominently displayed on the front side of the product packaging in large, bold fonts (refer **Image-1 in Annexure- 1**), giving it immediate visibility to consumers at the point of sale. However, the qualifying condition marked by an asterisk—which states that the claim is subject to controlled test conditions of 25°C ± 2°C—is located on the back side of the packaging and printed in significantly smaller font size. This manner of presentation lacks adequate prominence and transparency, and is likely to mislead an average consumer into believing that the product will consistently deliver 30,000 hours of performance under regular usage conditions, without drawing sufficient attention to the conditional nature of the claim. This presentation is in contravention of Para 11(2) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, which mandates that: *b) The font used in any disclaimer shall be the same as that used in the principal claim; and c) The placement of the disclaimer shall be at a prominent and visible location, ideally on the same panel of the packaging as the claim itself.* The current packaging fails to comply with both the font parity and the placement requirements, thereby rendering the advertisement misleading in nature.

iii. The CCPA further observes that the advertisement of the Panasonic LED bulb on the Amazon platform is titled as "Panasonic 9 Watt Motion Sensor LED B22D Bulb for Home with 3 Mtr Radius Sensor Area, Auto Off After 15 Sec Comes with 30,000 Bh Life and 1 Yr Warranty" a statement displayed in larger font size, which may create a dominant consumer impression of a guaranteed 30,000 burning hours lifespan. However, upon examination of the product description and images posted within the same listing, it is noted that the burning hours are mentioned as 25,000, thereby creating a clear inconsistency between the headline claim and the detailed product information. Such contradictory representations on the same sales platform are misleading in nature and may deceive consumers regarding the actual specifications of the product. This presentation is also in contravention of Para 11(2) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022. The Screen shot of the same is attached as **Annexure-1 Image 3.**

iv. The opposite party, during its initial submissions relied upon the Test Report of Alpha Test House to substantiate the performance related claims of the product. However, upon examination of the said report, it is evident that the rated life mentioned is 25,000 burning hours at L70, and not 30,000 hours as advertised. The report clearly indicates that the product, under standard testing conditions, maintains 70% of its initial luminous output up to 25,000 hours, which contradicts the prominently advertised claim of 30,000 burning hours. Therefore, the CCPA finds that the reliance placed on the Alpha Test House report does not support the extended lifespan claim, and in fact, highlights a discrepancy between the test data and the representations made in advertising and packaging.

v. Relying on the Alpha Test House report, the opposite party attempted to justify the claim of 30,000 burning hours by referring to the L70 standard, which indicates that the product maintains at least 70% of its initial luminous flux up to 25,000 hours. The opposite party submitted that the bulb could continue to operate even beyond 25,000 hours, albeit with reduced brightness, and thus, the declaration of 30,000 burning hours was not misleading. However, the CCPA finds that such justification is not supported by any test data or independent certification validating performance beyond 25,000 hours. Further, the CCPA observes that in cases where product performance is subject to gradual reduction, such as lumen depreciation beyond 25,000 hours, it is incumbent upon the advertiser to make a clear and upfront disclosure of this fact.

vi. In the present case, while the opposite party attempts to justify the 30,000 burning hours claim by asserting that the bulb may continue to operate beyond 25,000 hours with reduced brightness, this critical limitation was not disclosed in the advertisement or on the front of the packaging. The absence of any express clarification that the

product may operate with diminished light output after 25,000 hours renders the 30,000-hour claim misleading, as it fails to convey the conditional nature of continued performance and may mislead consumers into expecting consistent brightness throughout the claimed lifespan. The omission to disclose the conditional nature of the 30,000 burning hours claim—particularly the fact that beyond 25,000 hours, the bulb operates with reduced brightness—constitutes a misleading omission under Section 2(28) of the Consumer Protection Act, 2019, which defines a *misleading advertisement in relation to any product or service means an advertisement, which (i) falsely describes such product or service; or (ii) gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or (iii) conveys an express or implied representation which, if made by the manufacturer or seller or service provider thereof, would constitute an unfair trade practice; or (iv) deliberately conceals important information;*

vii. Additionally, the advertisement violates the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, particularly Clause 4(1), which mandates that advertisements must not misrepresent the characteristics or expected performance of the product, and that material information affecting the use or understanding of the product must be clearly and prominently disclosed.

viii. The Opposite Party thereafter relied upon LM-80 and TM-21 test reports pertaining to individual 1-watt LED modules supplied by Shenzhen Runlite Technology Co. Ltd., and not the fully assembled 9-watt Sensor LED bulb being marketed and sold. These test reports, which project an L70 lifespan exceeding 36,000 hours, were conducted by a Chinese testing laboratory, viz., NVLAP dated 1st Septermber 2021 & BACL Labs Corp. dated 15th September 2021 (Bay Area Compliance Laboratories), and not by or on behalf of Panasonic Life Solutions India Pvt. Ltd. The LM-80 report is issued in the name of the component supplier, a third-party entity with no corporate affiliation to Panasonic, a fact also corroborated by the findings in the Director General's investigation report dated 17th June 2025. Consequently, the reliance on such component-level testing conducted by an unrelated entity does not sufficiently substantiate the product-level performance claim of 30,000 burning hours for the assembled motion sensor LED bulb.

ix. Further, the CCPA observes that as per the applicable Indian Standards (IS 16102 Part 1 and Part 2), the term used is "Self-ballasted LED lamp", which refers to the complete assembled product, including the LED module, control gear (driver), housing, and any integrated control features such as motion sensors. This terminology, as used in both Part 1 (Safety Requirements) and Part 2 (Performance Requirements), clearly implies that the entire finished product and not merely its individual components is subject to testing and certification. Therefore, even though the opposite party claims that Part 2

is not applicable to sensor-based bulbs, the CCPA finds that comprehensive testing of the fully assembled self-ballasted LED lamp is necessary to substantiate any claims relating to performance, including burning hours. The absence of such product-level testing renders the 30,000 burning hours claim unverified and lacking in regulatory support.

x. The opposite party submitted that IS 16102 (Part 2) is not applicable to the product in question, as it pertains to manually controlled LED lamps, whereas the subject product is a sensor-based LED bulb and thus governed by IS 16102 (Part 1). However, the CCPA observes that while IS 16102 (Part 1) prescribes safety requirements for such self-ballasted sensor-based lamps, it does not cover performance-related parameters such as rated life and lumen maintenance, which are critical to the claim of 30,000 burning hours.

xi. In the absence of a comprehensive standard exclusively covering both safety and performance for sensor-based LED bulbs, the CCPA finds that relevant performance benchmarks under IS 16102 (Part 2) continue to be contextually relevant for evaluating claims relating to burning hours and lumen depreciation, even if not formally mandatory. Therefore, the opposite party's complete reliance on Part 1 for substantiating the performance claim is inadequate, and the failure to adhere to the performance expectations set out under Part 2 further weakens the credibility of the 30,000 hours representation.

xii. The opposite party submitted Switching Test data, conducted from 29.10.2023 to 20.11.2023, indicating that the product withstood 30,000 ON/OFF cycles at 45°C without failure. However, this test is limited to endurance of switching operations, and does not assess lumen maintenance, photometric performance, or full functionality under long-term operational use. It therefore cannot be treated as adequate substantiation for the claim of 30,000 burning hours.

xiii. Additionally, the life testing report from Dhanashree Electronics Limited, submitted by the opposite party, reflects ongoing operational testing of the product over intervals of up to 6,000 hours. While the products reportedly functioned without failure, no lumen output measurements were provided to verify L70 compliance or establish lumen depreciation trends. Moreover, the test ending date is not recorded, and the status remains "Burning Continue", indicating that conclusive data on full life cycle testing is unavailable at this stage.

xiv. The opposite party repeatedly stated that the 30,000 burning hours claim is based on internal testing and conservative estimations aligned with component-level data. However, no holistic performance test of the complete bulb, nor any BIS or third-party

certification, has been submitted to validate the claimed lifespan in accordance with applicable regulatory and technical standards.

xv. Furthermore, inconsistencies were observed between the product packaging (claiming 30,000 burning hours) and the product listing on Amazon (indicating 25,000 burning hours), which further adds to consumer confusion and undermines the verifiability and consistency of the claim.

xvi. The CCPA has carefully considered the submission of the opposite party alleging violation of the principles of natural justice, particularly in relation to the finalization of the Investigation Report dated 17th June 2025. The opposite party contended that it was not afforded adequate time to submit a comprehensive response, citing internal coordination challenges and short notice following an email received on 16th June 2025, requiring a reply by 11:00 AM on 17th June 2025. However, the CCPA notes that the opposite party was afforded multiple opportunities to be heard, including several hearings and extensions throughout the proceedings, and had ample time to place all relevant materials on record. The schedules of hearings with dates of hearings is tabulated below:

S. No.	Date of hearing scheduled	Remarks
1	04.10.2024	***Opposite party did NOT appear***
2	20.12.2024	*Opposite party appeared*
3	16.01.2025	*Opposite party appeared*
4	16.04.2025	*Opposite party appeared*
5	28.04.2025	*Opposite party appeared*
6	26.06.2025	*Opposite party appeared*

xvii. It is further observed that at each stage of the hearing, the opposite party introduced new facts and documents, including the LM-80 and TM-21 test reports, the Switching Test report, and internal life testing data, which were not disclosed at the investigation stage despite specific requests. These submissions were made progressively during oral hearings and were formally submitted only after express directions from the CCPA. Moreover, the reply dated 18th June 2025, submitted after the hearing, was duly taken into account by the Director General (Investigation), who concluded that it did not materially affect the findings of the report. In view of the above, the CCPA finds no merit in the allegation of procedural unfairness and is satisfied that the opposite party was given adequate and repeated opportunities to present its case in full. Accordingly, there is no violation of the principles of natural justice in the conduct of these proceedings.

30. From a bare reading of the above provisions of the Consumer Protection Act 2019 Act, it is clear that any advertisement should:

i. Contain truthful & honest representation of facts,
ii. Have assertions, guarantees only when backed by underlying credible and authentic material, study etc.
iii. Not indulge in unfair trade practice as defined in Section 2(47) of the Act. It should be free from false representation that the goods/services are of particular standard, quality [(section 2(47)(a)] and should not make false or misleading representation concerning the need for or usefulness of any goods or services [(section 2(47)(f)] of the Act with respect to unfair trade practice.
iv. Disclose important information in such a manner that they are clear, prominent and extremely hard to miss for viewers/consumers so as to not conceal important information.

31. The product in question—a sensor-based LED bulb—was advertised and promoted with the prominent claim of "30,000 burning hours", which appeared in bold font on the front of the packaging and in the title of online listings, thereby creating a strong impression of guaranteed product longevity. However, this claim was not backed by credible product-level testing or independent certification, and was instead based solely on component-level LM-80 and TM-21 reports of 1-watt LED chips supplied by a third-party vendor, Shenzhen Runlite Technology Co. Ltd., with no corporate affiliation to the opposite party. The qualifying condition, that the stated lifespan is valid only under controlled test conditions of 25°C ± 2°C, was disclosed only in small font on the back of the packaging, making it unlikely to be noticed by an average consumer.

32. Furthermore, there was no clear disclosure that beyond 25,000 hours, the bulb would operate with reduced brightness, and no independent test data was submitted to verify performance beyond that threshold. Such representation, by overstating product life and omitting material limitations, amounts to false and misleading representation concerning the standard, quality, and usefulness of the goods, thereby falling squarely within the scope of Section 2(47)(a) and 2(47)(f) of the Act. The failure to adequately and prominently communicate material information, combined with reliance on unverified or partial data to support performance claims, misleads consumers and thereby constitutes an unfair trade practice.

33. It is pertinent to highlight that, para 12(a) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, every manufacturer, service provider, advertiser, or advertising agency is obligated to ensure that all descriptions, claims, and comparisons in any advertisement that relate to objectively ascertainable facts are capable of substantiation and Clause 4(1) of the Guidelines stipulates that an advertisement shall be considered valid and non-misleading only if it:

(a) contains truthful and honest representation;

(b) does not mislead consumers by exaggerating the accuracy, scientific validity, practical usefulness, capability, performance, or service of the goods or product; and
(f) ensures that claims not independently substantiated and merely based on the content of a publication do not mislead consumers.

34. In view of the above, the claim of "30,000 burning hours" made in the advertisement is an objectively ascertainable fact that requires credible substantiation, which the opposite party failed to provide for the complete assembled product. By relying solely on component-level data without independent product-level validation, and by omitting material qualifiers in a prominent manner, the opposite party has made a representation that exaggerates the product's performance, lacks substantiated accuracy, and is likely to mislead consumers, thereby attracting liability under the said Guidelines.

35. The above conduct also constitutes a violation of consumer rights as a class under Section 2(9) of the Consumer Protection Act, 2019, which guarantees consumers the right to be informed about the quality, quantity, potency, purity, standard, and price of goods or services so as to protect them against unfair trade practices. By misrepresenting the product's lifespan, failing to prominently disclose material conditions, and relying on insufficient substantiation, the opposite party has compromised the consumer's right to make an informed choice, thereby adversely affecting consumers at large and infringing upon their statutorily protected rights under the Act.

36. The CCPA is empowered under Section 21 of the Consumer Protection Act, 2019 to issue directions to the advertiser of false or misleading advertisement to discontinue or modify the advertisement and if necessary, it may, by order, impose a penalty which may extend to ten lakh rupees and for every subsequent contravention may extend to fifty lakh rupees. Further, Section 21(7) of the above Act prescribes that the following may be regarded while determining the penalty against false or misleading advertisement: –

a) the population and the area impacted or affected by such offence;
b) the frequency and duration of such offence;
c) the vulnerability of the class of persons likely to be adversely affected by such offence.

37. In the present case, the claim of "30,000 Burning Hours" was prominently advertised by the opposite party, as evidenced from the product packaging, e-commerce listings, and representations made during the proceedings. This claim was in active circulation during the relevant period and continues to be publicly displayed, including on online platforms such as Amazon, as noted by the Director General (Investigation) and CCPA observation (Image 2). However, the failure to provide a clear, prominent, and proportionate disclosure of the qualifying condition that the claimed lifespan is valid only under controlled conditions of 25°C ± 2°C—has the effect of misleading consumers, particularly in the absence of product-level substantiation.

38. Given the product's nationwide availability, such misrepresentation is likely to have influenced a broad consumer base, including average and vulnerable households who may lack the technical understanding to critically assess such claims. Considering the extent of consumer impact, the duration for which the misleading claim remained in circulation, and the vulnerability of the affected consumer segment, the present case clearly attracts the application of Section 21 (2) of Consumer Protection Act 2019, thereby justifying imposition of penalty on the opposite party for engaging in false and misleading advertising practices.

39. In view of the above, under Section 20, 21 read with Section 10 of the Consumer Protection Act 2019, CCPA hereby issues the following directions: –

a) Discontinue the misleading advertisements with immediate effect.
b) Disclose all information related to claims in a prominent manner on the product.
c) Considering the factors enumerated in section 21(7) of the Consumer Protection Act, 2019 and in light of the discussions in paras above, opposite party is directed to pay a penalty of ₹ 5,00,000 for publishing misleading advertisements.
d) The opposite party is directed to submit a compliance report of the above directions within 15 days of receipt of the Order.

The above order and directions are passed in exercise of the powers conferred upon CCPA under section 10, 20, 21 of the Consumer Protection Act 2019.

Nidhi Khare
Chief Commissioner

Anupam Mishra
Commissioner

Annexure- 1

Product Packaging (As submitted by the Opposite Party) (Image 1)

Product Availability for Sale on Amazon Platform (as on 4th July 2025) (Image 2)

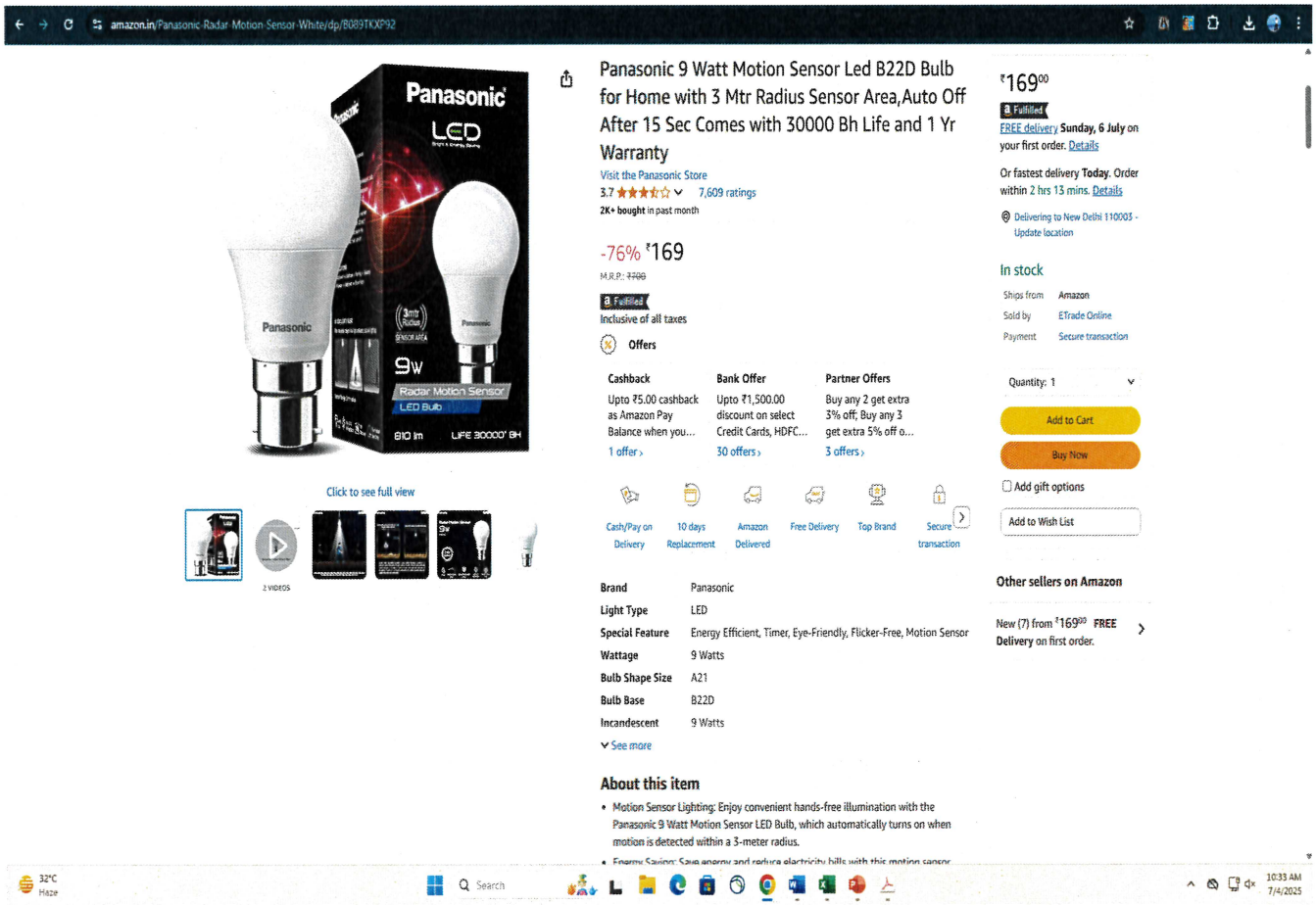
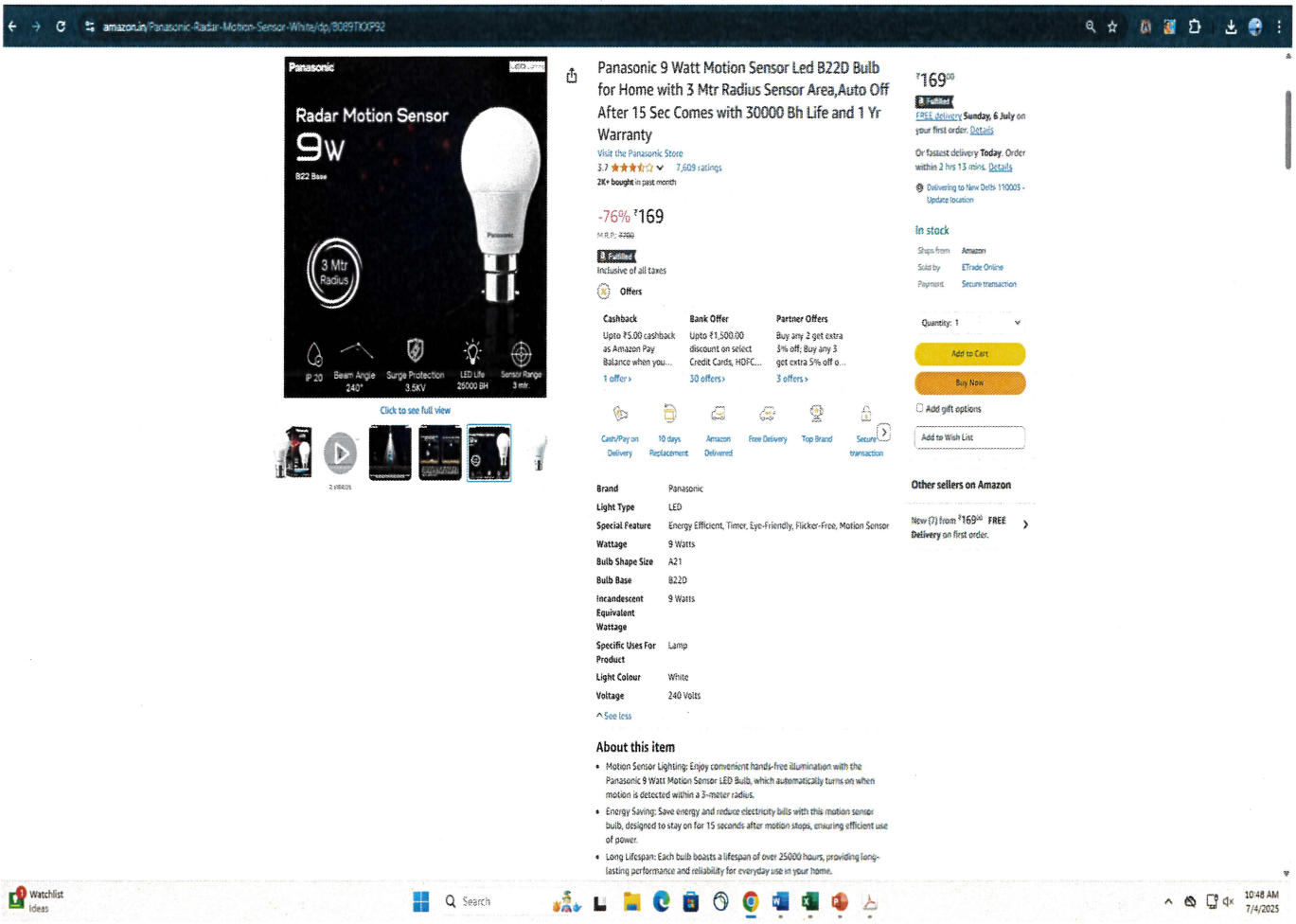


Image 3


amazon.in/Panasonic-Radar-Motion-Sensor-White/dp/B089TKXP92
Panasonic
Radar Motion Sensor
9W
B22 Base
3 Mtr Radius
IP 20
Beam Angle 240°
Surge Protection 3.5KV
LED Life 25000 BH
Sensor Range 3 mtr.
Click to see full view
Panasonic 9 Watt Motion Sensor Led B22D Bulb for Home with 3 Mtr Radius Sensor Area,Auto Off After 15 Sec Comes with 30000 Bh Life and 1 Yr Warranty
Visit the Panasonic Store
3.7 7,609 ratings
2K+ bought in past month
-76% ₹169
M.R.P.: ₹700
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Inclusive of all taxes
Offers
Cashback
Upto ₹5.00 cashback as Amazon Pay Balance when you...
1 offer >
Bank Offer
Upto ₹1,500.00 discount on select Credit Cards, HDFC...
30 offers >
Partner Offers
Buy any 2 get extra 3% off; Buy any 3 get extra 5% off o...
3 offers >
Cash/Pay on Delivery
10 days Replacement
Amazon Delivered
Free Delivery
Top Brand
Secure transaction
Brand Panasonic
Light Type LED
Special Feature Energy Efficient, Timer, Eye-Friendly, Flicker-Free, Motion Sensor
Wattage 9 Watts
Bulb Shape Size A21
Bulb Base B22D
Incandescent Equivalent Wattage 9 Watts
Specific Uses For Product Lamp
Light Colour White
Voltage 240 Volts
See less
About this item
Motion Sensor Lighting: Enjoy convenient hands-free illumination with the Panasonic 9 Watt Motion Sensor LED Bulb, which automatically turns on when motion is detected within a 3-meter radius.
Energy Saving: Save energy and reduce electricity bills with this motion sensor bulb, designed to stay on for 15 seconds after motion stops, ensuring efficient use of power.
Long Lifespan: Each bulb boasts a lifespan of over 25000 hours, providing long-lasting performance and reliability for everyday use in your home.
₹169.00
Fulfilled
FREE delivery Sunday, 6 July on your first order. Details
Or fastest delivery Today. Order within 2 hrs 13 mins. Details
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In stock
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