

**Central Consumer Protection Authority**

**Krishi Bhawan, New Delhi --110001**

F. No. CCPA-2/25/2023-CCPA

**In the matter of:** Misleading advertisement and unfair trade practice by Jaquar and Company Pvt. Ltd. concerning claims lifespan of its LED light bulbs.

CORAM:

Mrs. Nidhi Khare, Chief Commissioner

Mr. Anupam Mishra, Commissioner

APPEARANCES:

1. Mr. Salil Kulshrestha
2. Mr. Girish Joshi

Date: 16.02.2026

**ORDER**

1. This is a suo-moto case taken up by the Central Consumer Protection Authority (hereinafter referred as 'CCPA') against Jaquar and Company 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.

- i. Rated life 50,000 hours on its 9W & 12W LED

2. Taking cognizance of the issue, the CCPA in exercise of power conferred under the Consumer Protection Act, 2019 (hereinafter referred to as 'the Act') conducted a preliminary inquiry to examine authenticity of the claims in the impugned advertisement made by the opposite party.

3. CCPA prima facie observed that opposite party had published abovementioned claim prominently on its product packaging and e-commerce platforms. However, the warranty provided on such bulbs is only 1 or 2 years and in some cases no warranty

at all. In cases where warranty is offered by the opposite party, the period of such warranty appeared to contradict the opposite party's claims of lifespans of LED bulbs and the claim of extra-ordinarily long lifespans appeared to be made without adequate substantiation. Opposite party have been branding and advertising their products with claimed life span of up to 50,000 burning hours which is equivalent to about 22 years (if a consumer keep the LED on for an average 6 hours per day).

4. It is relevant to state that the CCPA is established under Section 10 of the Act for the purpose of regulating matters relating to violation of consumer rights, unfair trade practices and false or misleading advertisements which are prejudicial to the interests of consumers as a class. Further, Section 18 also empowers the CCPA to ensure transparency, accuracy and full disclosure in advertisements, and to protect the right of consumers to be informed, so as to enable them to make informed choices. The said provisions clearly confer jurisdiction upon the CCPA to examine, inquire into and take class action against unfair trade practice & misleading advertisements issued by manufactures or service providers etc.

5. As per the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, Clause 4 mandates that any claim made in an advertisement must be truthful and should not mislead consumers with unsubstantiated claims. Additionally, Clause 12 places a duty on service providers and advertisers to ensure that claims related to objectively verifiable facts are capable of substantiation and to produce such evidence if required by the CCPA, without exaggerating the accuracy, performance, or service of the product.

6. Accordingly, the CCPA issued a notice dated 02.05.2023 to the opposite party highlighting the issue of alleged misleading advertisements via falsely describing such product; or 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 concealment of important information. The opposite party was granted an opportunity to furnish a response within 15 days from the date of issuance of the notice. However, no reply was received from the opposite party to this notice.

7. Thereafter, CCPA provided an opportunity of hearing to the opposite party on 12.12.2023. However, opposite party failed to appear for the hearing.

8. CCPA provided another opportunity of hearing to the opposite party on 04.10.2024. During the hearing, CCPA highlighted that the opposite party is making the claim of '*rated life 50,000 hrs*' on LED bulb which appears to be misleading and following directions were passed:-

- i. The opposite party shall furnish its written submission with regard to the submissions made during the hearing on the claim of '*rated life 50,000 hrs*'
- ii. The next hearing shall be held on 28.10.2024.

9. The opposite party submitted a reply via email dated 26.10.2024 wherein the following submissions were made:-

- i. The advertisement and the claim of lifespan are not misleading and cannot be termed as unfair trade practice as the lifespan mentioned in the packaging and in advertisement is based upon the lab tests showing the quality of products being developed. It is pertinent to mention here that the lifespan of some of the LED chips have been extended even up to 100,000 hours.
- ii. Further, the opposite party has nowhere shown it as a warranty but only tried to convey quality assurance of the product being a unique selling point by making the buyers aware of the product built quality. The opposite party is conveying through the mention of 50,000 hours life span of LED chip that it is using higher life span LED chips compared to the cheaper products which use lower quality LED chips. The LED bulbs have higher efficiency and higher lumen output.
- iii. The claim of rated life of 50,000 hours in Jaquar products refers to LED chip in the product and not of the product itself which is based upon the testing report.
- iv. The opposite party uses the best quality components based on which the warranty of a product is provided and in the present case, the opposite party has provided the warranty of 2 years for the product in question and not 20 years which it could have provided, had it claimed the life of LED based upon the rated life. The warranty is different from the rated life mentioned in the

product which is the company's USP of showing the good quality and long lasting product being made available to the customer, based upon the research and development and is a baseline estimate of number of hours, the chip will last before failing.

- v. Along with the written submissions, the company has also attached test report and data sheet with respect to its products

10. CCPA provided another opportunity of hearing to the opposite party on 02.12.2024. During the hearing, opposite party made the following submissions:-

- i. The LED chip is not made in India. The chip follows the standard of the country in which it is produced.
- ii. The opposite party stated that the LED chip component were outsourced from 3<sup>rd</sup> party/company, namely Jiangxi Changfang Semiconductor Technology Co. Ltd.
- iii. They further submitted that test report of ANSI/IES LM-80-15 dated 09.12.2022 issued by National Voluntary Laboratory Accreditation Program (NVLAP) Lab, China dated 09.12.2022.
  - i. The chip used by the opposite party, as per the above test report, supports lifespan of 54,000 hours. The chip used in the company's products has lifespan greater than 50,000 hours.
  - ii. The warranty provided by the company is as per the warranty policy which differs from product to product.

11. Under 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.

12. From the submissions and material placed on record, the CCPA prima facie observed that the opposite party has been making inflated claims regarding the burning hours of its LED bulbs without adequate substantiation. Opposite party failed to provide any conclusive proof to substantiate the impugned claim. Accordingly, the

CCPA was satisfied that a prima facie case exists warranting investigation into the veracity and substantiation of the claims made by the opposite party in its advertisements and promotional materials concerning the rated lifespan of its LED bulb. In exercise of the powers conferred under Section 19(1) of the Act, the CCPA vide Order dated 02.12.2024 referred the matter to the Director General (Investigation) for conducting a detailed investigation into the alleged misleading advertisements and unfair trade practices of the opposite party and to submit a report to the Authority.

13. The Director General (Investigation) in its investigation report dated 17.10.2025 submitted the following:

- i. During investigation, it was observed that the 50,000 hours claim is no longer displayed on the product (12W Gem Surface LED) packaging.
- ii. It has been observed that the above-mentioned product, along with some others, continues to be advertised with claims such as "RATED LIFE 50,000 HRS" on Jaquar's official website as well as on e-commerce platforms like Amazon.
- iii. The test report submitted by Jaquar has been issued to Jiangxi Changfang Semiconductor Technology Co. Ltd., which is the manufacturer of the LED chip used by Jaquar.
- iv. The test report and data sheet pertain only to the lifespan and feature testing of the LED chip component. However, it is important to note that the overall performance of a product depends on the integrated functioning of all its parts as a whole. While a component may perform well in isolation, its performance can degrade after assembly into the final product.
- v. Furthermore, in its written submission, the company has asserted that the advertisements are "...not at all misleading but solely based upon research and studies," citing the test report in support.
- vi. It is crucial to note that advertisement referred to "Rated Life 50,000 hrs" without limiting it to the LED chip, thereby leading consumers to believe that the claim applied to the lifespan of the entire product.
- vii. By advertising performance claims such as "Rated Life 50,000 hrs" based solely on LED chip test reports, without clearly stating that these results do not apply to the complete finished product, misleads consumers into believing that

the claim represents the lifespan of the entire product. Such omission influences purchasing decisions and amounts to a violation of fair disclosure obligations under the Act.

- viii. Hence, the opposite party is in violation of Section 2(28) of the Consumer Protection Act, 2019, as this practice tends to mislead consumers regarding the actual performance of the product. Advertising claims based on test reports of only the LED chip component, rather than the assembled product, constitute an unfair trade practice under Section 2(47), as consumers are led to believe that the overall performance of the product has been tested and verified.
- ix. In view of the above, as per the investigation conducted, a case relating to the violation of misleading advertisement and unfair trade practice under the Consumer Protection Act, 2019 stands established.

14. The Investigation Report submitted by DG (Investigation) was shared with the opposite party vide letter dated 11.11.2025 to furnish its comments, if any within 7 days.

15. Thereafter, an opportunity of hearing was provided to the opposite party on 24.11.2025 wherein opposite party was represented by Mr. Salil Kulshrestha and Mr. Girish Joshi submitted the following:-

- i. They submitted that India does not manufacture LED chips and therefore the opposite party imports LED components from China for use in its products.
- ii. The opposite party referred to the test report issued to Jiangxi Changfang Semiconductor Technology Co. Ltd. (Test Report of ANSI/IES LM-80-15 dated 09.12.2022) pertaining to the LED chip used in the impugned product.
- iii. It was stated that every electronic lighting product comprises three major components, namely the electronic driver, the LEDs, and the body/housing.
- iv. It was further submitted that LED chips are tested for approximately 9,000 hours, and based on these results and relevant factors, performance graphs are plotted from which the estimated lifespan of the LEDs is derived.
- v. The opposite party acknowledged that several factors may influence the life of the impugned product, including the manner in which consumers use the product.

- vi. They admitted that the test report pertains only to the LED chip and not to the complete impugned product or the advertisement thereof.
- vii. The opposite party additionally submitted that an informed consumer, on viewing the impugned advertisement and the claim of "rated life 50,000 hours," would research such matters and may also look up the meaning of "L70," whereas consumers who are not so aware generally rely only on the warranty period of two years when purchasing the product. They also conceded that the product packaging and advertisement nowhere mention "L70."
- viii. It was further submitted that the impugned claim would hold true under ideal conditions and, in such circumstances, the product would operate for a longer duration.

16. Further, CCPA received written submission dated 27.11.2025 from the opposite party on DG (Inv.) that was shared with them vide letter dated 11.11.2025 to furnish its comments, wherein, following submissions were made:

- i. The claim of "Rated Life 50,000 hrs" was made in good faith and is consistent with globally accepted engineering terminology for LED chip longevity. This term is widely used by leading international brands such as Philips, Osram, and Havells to indicate the expected operational life of the LED chip under standard test conditions, not as a warranty promise.
- ii. Jaquar's practice aligns with industry norms.
- iii. The rated life was derived from certified laboratory test reports in accordance with IES LM-80 and TM-21 standards, validated by NVLAP-accredited facilities. LM-80 defines the method for measuring lumen depreciation of LED packages over time, while TM-21 provides the mathematical model for projecting long-term lumen maintenance based on LM-80 data.
- iv. It refers exclusively to the LED chip component, not the entire assembled product, and is intended as a quality benchmark rather than a contractual guarantee.
- v. Our product warranty has always been two years, as clearly stated on packaging and marketing materials.

- vi. Rated life is an engineering estimate of component durability, not a warranty term. This distinction was maintained in all communications.
- vii. Jaquar products comply with BIS standards under the Compulsory Registration Scheme (CRS), including IS 16102 (Part 1):2012 for safety and performance of self-ballasted LED lamps and related standards for LED modules and luminaires. These standards govern product safety and quality, ensuring that our claims are based on certified technical parameters.
- viii. We have removed the "50,000 hrs" claim from packaging and initiated updates across all digital and e-commerce platforms.
- ix. Future advertisements will explicitly clarify technical claims to avoid ambiguity
- x. The allegations under Section 2(28) (misleading advertisement) and Section 2(47) (unfair trade practice) of the Consumer Protection Act, 2019 are not applicable because the claim was based on verifiable technical data and made in good faith. There was no intent to mislead or conceal warranty terms. Corrective steps have been taken promptly, demonstrating our commitment to transparency.
- xi. In view of the above facts, technical evidence, industry practice, and proactive compliance measures, we respectfully submit that the allegations are unfounded. We request the Hon'ble Authority to drop the proceedings in the interest of justice and fairness. Jaquar reiterates its commitment to consumer protection and compliance with the Consumer Protection Act, 2019.

17. It may be mentioned that Section- 2(28) of the Act defines "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.

18. From a plain reading of the above provisions of the Act, it is evident that any advertisement must adhere to the following principles:-

- i. It should present a truthful and honest representation of facts.
- ii. Any assertions or guarantees made in the advertisement must be supported by credible and authentic evidence, studies, or materials.
- iii. Must not engage in unfair trade practices as defined under Section 2(47) of the Act. Specifically:
- iv. It should not make false or misleading claims regarding the necessity or usefulness of any goods or services [Section 2(47) (f)].
- v. It should not adopt any unfair trade practice as defined under Section 2(47) of the Act, including making a materially misleading warranty, guarantee, or promise, or one that has no reasonable prospect of being carried out [Section 2(47)(h)].
- vi. Important information must be disclosed in a clear, prominent, and hard to miss manner to ensure that no critical details are concealed from consumers.

19. It may be noted that the opposite party has placed reliance on test report of ANSI/IES LM-80-15 dated 09.12.2022 issued by National Voluntary Laboratory Accreditation Program (NVLAP) Lab, China dated 09.12.2022, photometric data sheets, and manufacturer datasheets of LED chips in support of its contention that the subject products comply with applicable norms and exhibit the performance characteristics as claimed. However, by placing reliance on abovementioned test report does not, by itself, absolve the opposite party of the obligations imposed under the Consumer Protection Act, 2019 with respect to ensuring truthful, non-misleading, and complete representation to consumers at the point of purchase. The relevant consideration under the Act pertains not merely to the internal technical performance of the product in laboratory conditions, but to the manner in which such performance parameters are communicated, disclosed in advertisements, packaging, marketing material, or other public-facing representations.

20. It is further observed that significant emphasis has been placed on LM-80 test reports sourced from an overseas testing laboratory. The said reports pertain only to

the performance of discrete LED packages tested under controlled laboratory conditions and do not establish the performance, endurance, lifetime, safety, or reliability of the finished luminaire sold to consumers in the Indian market. The opposite party has not furnished traceability evidence linking the LED packages tested under LM-80 to those integrated into the finished products offered for sale, nor evidence demonstrating that operating conditions such as drive current, thermal characteristics, and ambient heat correspond to those reflected in the LM-80 test environment.

21. From a regulatory compliance standpoint, reliance on LM-79/LM-80 performance reports also does not discharge the opposite party of its obligation to demonstrate compliance with the mandatory Indian Standards notified under the BIS regime. The technical reports furnished pertain to LED chip component only and do not constitute proof of conformity with Indian safety and performance standards including, inter alia, IS 16102, IS 16106, IS 10322, and IS 15885. No BIS certificate pertaining to the finished product has been furnished for examination.

22. Section 2(47) of the Act extends to unfair trade practices, misleading representations, and omissions which induce a consumer to make a transactional decision they would not otherwise have made. In this context, it is relevant to note the statutory scheme under the Consumer Protection Act, 2019. The Act adopts a broad and consumer-centric approach, wherein the standard of evaluation is based on the effect of representation on the average consumer, and not merely on the internal technical correctness of the product.

23. Section 2(47) defines “unfair trade practice” to include deceptive marketing, false representation, withholding of material information, or misleading comparison. The alleged non-disclosure or selective disclosure of performance parameters, tolerances, lifetime projections and warranty conditions is capable of attracting these provisions irrespective of whether the product meets internal technical thresholds. Further, Section 2(9) defines “consumer rights” to include the right to be informed about the quality, quantity, potency, purity, standard and price of goods or services.

24. In an LED report, L80 and L70 refer to lumen maintenance levels, indicating the percentage of initial light output (lumens) remaining after a certain operating time:-

- i. L (Lumen Maintenance): The 'L' signifies the percentage of the initial light output the LED is expected to maintain.
- ii. 70 or 80: These numbers represent the percentage of initial light output.
- iii. L70: The point where the LED's light output has decreased to 70% of its original brightness.
- iv. L80: The point where the LED's light output has decreased to 80% of its original brightness.

25. Viewed in the totality of the statutory framework, the central question for adjudication is not merely whether the product performs acceptably in laboratory conditions but whether the representations made to consumers were accurate, complete, and not misleading by implication or omission. A technically compliant product may nevertheless be misleadingly marketed if material performance parameters, tolerances, limitations or conditions are withheld, exaggerated, or selectively presented in a manner that misleads the average consumer.

26. In light of the above, the Opposite Party's reliance on abovementioned test report and manufacturer datasheets cannot, by itself, be accepted as a sufficient basis to rebut allegations of misleading advertisement or unfair trade practice. The burden on the opposite party includes demonstrating that: (a) the claimed performance data was actually disclosed to consumers in intelligible form; (b) such disclosure was not partial, selective, or misleading; and (c) any claims regarding lifetime, warranty, endurance, energy efficiency or superiority were duly substantiated prior to being made, as contemplated under the Act and relevant Guidelines on Prevention of Misleading Advertisements. In the absence of such substantiation and disclosures, the mere filing of engineering reports cannot be treated as an adequate defense within the meaning of the Consumer Protection Act, 2019. The burden on the opposite party remains undischarged.

27. Opposite party furnished test report of ANSI/IES LM-80-15 by National Voluntary Laboratory Accreditation Program (NVLAP) Lab, China dated 09.12.2022 issued to the following Manufacturer & Brand based in China.

- i. **Manufacturer & Brand Name:** JIANGXI CHANGFANG SEMICONDUCTOR TECHNOLOGY CO.,LTD
- ii. **Address:** Linkong Intelligent Photoelectric Industrial Park, Nanchang Economic and Technological Development zone, Jiangxi Province, China
- iii. **Product Description:** SMD2835
- iv. **Model:** SMD2835-3V-0.5W

The abovementioned report assesses the lumen maintenance behavior of LED component and does not relate to the performance, life, safety or compliance of the finished self-ballasted final LED product that is offered to Indian consumers. The lasting integrity of the composite product out of the component is the electric LED under question. The requirement of test report on the composite product to sustain the claims cannot be replaced by the test report of the component parts.

28. Further, opposite party has also failed to establish the relation or linkage between the LED tested in the furnished LM-80 report and the finished LED sold under the opposite party's brand. No evidence has been placed on record demonstrating how the abovementioned Chinese manufacturer whose LED component were subjected to LM-80 testing is connected to the opposite party, and more importantly, whether the same LED are actually used in the opposite party's marketed and finished products. In the absence of such traceability, the LM-80 report cannot be treated as relevant technical evidence for the product that is being advertised and sold to consumers.

29. The Bureau of Indian Standards (BIS) made the registration for Self- Ballasted LED Lamps IS 16102 (Part 1: Safety Requirements) and IS 16102 (Part 2: Performance Requirements) mandatory under the Compulsory Registration Scheme (CRS) with effect from September 13, 2015 which was later extended to 1<sup>st</sup> March, 2016. Part 1 involve aspects of safety and interchangeability, whereby LED are made to conform to the requirement of safety standard to avoid electrical dangers on the course of their utilization. Part 2 aimed at performance requirement i.e. lumen output,

lamp life and other performance levels. The standard become important in ensuring continuity as well as energy efficiency in lightning products found in India. By complying with the standard, the product will meet national standard. Before Indian market, manufacturer & importers should ensure that their product get tested and certified according to both of the Parts.

30. The opposite party has not furnished any final product/lamp-level test reports demonstrating conformity to IS 16102 (Part 1 & Part 2), nor any BIS-recognized laboratory reports establishing lamp-level lumen maintenance or survival performance capable of substantiating the 50,000-hour life claim.

31. During the hearing dated 24.11.2025, the opposite party acknowledged that an electronic lighting product comprises three principal components, namely the electronic driver, the LED package, and the body/housing, and that several factors including thermal behavior, ambient environment, driver reliability, component interactions, and manner of consumer usage influence the actual life of the finished product. The opposite party further admitted that the LM-80/TM-21 test reports relied upon pertain exclusively to the LED chip component and not to the final product offered for sale to consumers, nor to the impugned advertisement.

32. These admissions are significant. Once it stands admitted that the test evidence relied upon is confined to component-level performance and does not evaluate or substantiate the performance of the finished assembled product, the contention that the impugned claim "Rated Life 50,000 Hrs" is adequately supported cannot be sustained. For the purposes of Section 2(47) (i) (g) of the Act, substantiation must relate to the actual product (the composite entity level) to which the advertisement/representation pertains. Component-level testing does not constitute adequate or proper test evidence in respect of the finished product when the representation in question conveys or implies a performance claim pertaining to the finished product as marketed.

The CCPA observed that while the data submitted pertains to the individual LED component, there is no evidence on record indicating that the complete assembled

Sensor LED product, including its integrated driver, housing, and sensor functionalities.

33. From a consumer protection standpoint, the determinative factor is not the internal technical distinction between chip-level performance and complete luminaire performance, but the representation conveyed to an average consumer at the point of purchase. The admission that the test evidence pertains only to the LED chip, coupled with the absence of any disclosure of such limitation, establishes that the opposite party selectively presented a performance attribute which it had not tested or verified for the product in its entirety. Such non-disclosure amounts to a material omission capable of misleading consumers regarding longevity and endurance of the product and attracts the definition of “misleading advertisement” under Section 2(28) of the Act.

34. Additionally, the opposite party admitted that multiple variables and external conditions could significantly affect the actual useful life of the product; however, no such limitations, tolerances, or qualifying disclosures were provided in the impugned advertisement or packaging. The impugned representation was instead made in absolute terms, without qualification, thereby conveying a claim of superior longevity that an average consumer would reasonably interpret as pertaining to the product as a whole.

35. Accordingly, it is safe to say that the impugned representation was incomplete, selectively disclosed, and misleading by implication as well as omission. The Authority therefore finds no merit in the contention that reliance on LM-80/TM-21 test data amounts to adequate substantiation of the claim “Rated Life 50,000 Hrs” in respect of the finished product as marketed.

36. In the present case, the CCPA observes that the claim of “50,000 hours rated life” was prominently displayed on the product packaging and in digital advertising without adequate technical substantiation at the product level. The opposite party has relied exclusively upon LM-80 test reports pertaining to discrete LED component manufactured by a third-party Chinese entity, with no corporate relation to the opposite

party, and without furnishing evidence to establish that the same LED packages tested under LM-80 conditions were actually used in the assembled LED lamps offered for sale to consumers in the Indian market. This inadequate credibility of the test reports significantly undermines the credibility of the substantiation relied upon.

37. The CCPA further notes that the claim of a 50,000-hour rated life constitutes an objectively ascertainable technical claim which, under Clause 4 and Clause 12 of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, must be backed by evidence that is capable of independent verification. In the absence of credible product-level substantiation, the claim exaggerates the performance and expected lifespan of the LED lamp, thereby misleading the average consumer. The failure to make full and prominent disclosures regarding the conditional nature of the claim, including the fact that the underlying test data pertains to discrete LED chips tested under controlled laboratory conditions and not to the complete assembled product under real-world operating conditions, constitutes a misleading omission under Section 2(28)(iv) of the Consumer Protection Act, 2019.

38. The CCPA also notes that, in an increasingly technical consumer goods environment, particularly involving electronic products, manufacturers bear a higher duty of transparency to prevent information asymmetry and to protect consumers from being misled by selective disclosures of complex test parameters such as lumen maintenance standards (L70/L80), projected life, thermal conditions, or component-level performance metrics. The omission of these material qualifiers in the present case impairs a consumer's right to make an informed transactional decision as guaranteed under Section 2(9) of the Act. In view of these considerations, and in line with the statutory mandate under Sections 2(28), 2(47), 10, 18, and 21 of the Act, as well as the Guidelines of 2022, the CCPA concludes that the claim of "50,000 hours rated life" made by the opposite party is misleading, unfair, lacking in product-level substantiation, and prejudicial to the rights and interest of consumers as a class.

39. The product in question Rated life 50,000 hours on its 9W & 12W LED is advertised and marketed with a declared lifespan of 50,000 burning hours and a 2-

year warranty. The claim of 50,000 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 with the misleading claim of 50,000 burning hours as on 16th January 2026. **(Annexure-1)**

40. The CCPA observes that the claim of “50,000 burning hours” is prominently displayed on the front side of the product packaging in large, bold fonts, giving it immediate visibility to consumers at the point of sale which is likely to mislead an average consumer into believing that the product will consistently deliver 50,000 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 & advertisements fails to comply with this provision.

41. The report indicates that the product, under standard testing conditions, maintains 70% of its initial luminous output up to 50,000 hours, which contradicts the prominently advertised claim of 50,000 burning hours. Therefore, the CCPA finds that the reliance placed on the Test report does not support its claim, and in fact, highlights a discrepancy between the test data and the representations made in advertising and packaging. The CCPA observes that in cases where product performance is subject to gradual reduction, such as lumen depreciation beyond certain hours, it is incumbent upon the advertiser to make a clear and upfront disclosure of this fact.

42. 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. 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.

43. 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.*

44. In view of the above, the claim of "50,000 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.

45. 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.

46. 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.

47. 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 imposition of penalty on the opposite party for engaging in false and misleading advertising practices.

48. The opposite party has submitted in its reply to DG (Inv.) Report that it has removed the "50,000 hours" claim from product packaging and has taken steps to update digital listings and e-commerce advertisements. However, the Authority observed that the impugned claim continues to be displayed and made available to the public on e-commerce platforms almost three months after the said assertion. Such continued dissemination of the misleading claim not only undermines the opposite party's representation of bona fide compliance but also demonstrates

ongoing prejudice to consumers in the marketplace. The failure to carry out complete removal of the impugned representation despite express knowledge and opportunity constitutes a continuation of misleading advertisement within the meaning of Section 2(28) of the Act.

49. 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.



Nidhi Khare  
Chief Commissioner



Anupam Mishra  
Commissioner

# Annexure- 1

The screenshot shows an Amazon India product page for 'Jaquar ROUND SURFACE MOUNT LIGHT'. The browser address bar shows the URL: amazon.in/Jaquar-ROUND-SURFACE-MOUNT-LIGHT/dp/B0C466GW3N?source=ps-sl-shoppingads-lpcontext&ref\_=fplfs&smid=A2AL6IVND0I91F&th=1. The Amazon.in header includes the logo, delivery location (Delhi 110001), and a search bar. Navigation menus for 'Home & Kitchen' and other categories are visible. The product title is 'D'Mak 9 Watt Green Waterproof Spike LED Garden Light for Outdoor Purposes (Pack Of 5)...' with a 4.5-star rating and 27 reviews. The price is ₹3,914.00, marked down from ₹5,000.00. A 'Shop now' button is present. The breadcrumb trail is 'Home & Kitchen > Indoor Lighting > Fixtures > Office Ceiling Lights'. The main image area features a large view of a white, oval-shaped LED light fixture next to its yellow packaging, which is labeled 'GEM SURFACE' and '12 WATT HOME SERIES'. Below the main image are smaller thumbnails for different views and a video player. The Windows taskbar at the bottom shows the system tray with the date and time (4:00 PM, 15-Jan-26).



NATURAL LIGHT

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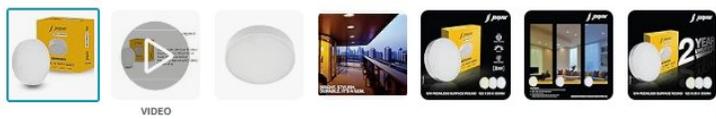
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Home & Kitchen > Indoor Lighting > Fixtures > Recessed Lighting > Trim



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