



PRODUCT LIABILITY UNDER THE CONSUMER PROTECTION ACT, 2019: A PARADIGM SHIFT

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ABSTRACT

Since last two decades, the world has experienced a considerable growth in technology and ecommerce resulting thereby a challenge to face overgrowing issues like defect and deficiency in consumerism. Every product entering the market has to meet the test of legitimate expectation of safety and standard quality to consumers. As far as Indian scenario is concerned, the earlier 1986 Consumer Protection Act (hereinafter 1986 Act) did not address these issues towards utmost satisfaction of the consumers. Besides, if the goods or services fall short of prescribed standards, the consequences can be very detrimental for the rights of the consumers. Over again, the cases of defective products have been on the rise from all sectors, viz, food and beverages, pharmaceuticals, personal care products, domestic appliances, motor vehicles, farm machinery, and many others. To come up with these challenges, Chapter VI of the 2019 Consumer Protection Act (hereinafter 2019 Act) introduces the concept of “product liability” for the first time in Indian consumer law and contains specific provisions laying down the liability for the manufacturers, sellers, and service providers. This paper provides a careful scrutiny of the product liability and working of the provisions of product liability action in the 2019 Act.

Keywords: Consumer Protection; Product Liability; Product Liability Action; Defect and deficiency, *Caveat Venditor etc.*

I. INTRODUCTION

Product liability law in India is now entering into a new era with the recent enactment of the 2019 Act which introduces a new system of liability in respect of loss or damage caused by defective products.¹ The new law offers the victims of defective products an additional remedy to existing remedies under the law of contract and tort. While dealing with the Product Liability either in day to day transaction or at the time of entering into any commercial relationship, one should always acknowledge the responsibility and accountability of not only buyers but also sellers towards the products or services that are being marketed in to. The famous traditional rule *Caveat Emptor* wherein buyer has to take the responsibility of the products and services that he’s been purchasing and availing, has been reversed now and the burden has been shifted on seller.² As per the 2019 Act, “product liability” means the responsibility of a product manufacturer or product seller, of any product or service, to compensate for any harm caused to a consumer by such defective product manufactured or sold or by deficiency in services relating thereto.³ Besides, products containing inherent defects that cause harm to a consumer of the product would be the subjects of products liability suits.

II. PRODUCT LIABILITY UNDER THE 2019 ACT

A. Setting the Context

Prior to 2019, there was no specific legal enforcement mechanism relating to product liability under consumer law in India. Moreover, there was no statutory regime of lemon law,⁴ as in some other countries such as the United States. In absence of product liability, a claim was lodged within the existing laws of contract and tort. In absence of specific regime governing product liability, such claims were founded and derived from legislations such as the 1972 Indian Contract Act, the 1930 Sale of Goods Act, the 1986 Consumer Protection Act etc.; and these claims were also based on judicial decisions, both in the civil and criminal aspects, leading to much confusion and different approaches. However, certain sector-specific laws touching upon principles of product liability such as the 1945 Drugs and Cosmetics Act, the erstwhile 1954 Prevention of Food Adulteration Act (which stood repealed by the 2006 Food Safety and Standards Act), 2009 Legal Metrology Act, 2016 Bureau of Indian Standards Act 2016 etc. were also relied upon. Therefore, the 2019 Act is the first legislation of its kind that expressly defines and contains provisions related to product liability. It codifies the principle of product liability concerning sale or supply of defective products or delivery of defective services to consumers against the product manufacturer, product service provider, product sellers, exceptions to product liability action.

B. Nature of Product Liability

Product liability refers to the legal liability that manufacturers and sellers have when consumers are harmed by a defective product service deficiency.⁵ The 2019 Act introduces product liability, holding manufacturers, sellers, and service providers liable for any harm caused by defective products or deficient services. It expands the scope of liability beyond just the manufacturer to include all stakeholders in the supply chain.⁶ Individuals who buy or use products have a right to expect not to be injured when the product is used as intended. If they are hurt because of a problem with the item, they can pursue a civil claim to recover compensation for their resulting damages. Product liability laws will govern these types of cases and will determine if manufacturers or sellers should be held accountable and forced to pay out money for losses. If any entity involved with the product is held accountable, this is an example of product liability. Consumers must show that they were injured because of the faulty product. Liability is determined based on who caused the fault. For example, in a car accident case, the plaintiff would need to show that any reasonable person would have been more prudent than the defendant in the same situation. If the defendant's lack of care can be directly shown to have harmed the plaintiff, then the defendant would need to pay damages.

For further illustration, if a person gets injured in an accident because the air bags in the vehicle were defective, then the injured person can hold the vehicle's manufacturer liable. If the airbags were damaged because the seller made alterations, the seller could be held liable. The service provider could be liable if the airbags were damaged because the repairs were not done properly. In such a case, the manufacturer of the product as a whole could be held liable, as could the manufacturer of its parts. For example, if defective airbags are put into a car, the manufacturer of the airbags and the manufacturer of the vehicle could both potentially be sued under product liability law. This can make it easier for victims harmed by products to prevail in a civil case and

get the compensation they need after a product adversely impacts their health or well-being of the consumers.

III. SCOPE AND AMBIT OF PRODUCT LIABILITY: DEFINITIONS

A. Product

What types of product are covered by the 2019 Act? This is one of the most cardinal aspects to be addressed since the scope of the 2019 Act depends upon the meaning given to “product.” Therefore, to begin with the notion of product liability under the 2019 Act, it is obvious to define the term “product.” Product means any article or goods or substance or raw material or any extended cycle of such product, which may be in gaseous, liquid, or solid state possessing intrinsic value which is capable of delivery either as wholly assembled or as a component part and is produced for introduction to trade or commerce, but does not include human tissues, blood, blood products and organs.⁷ From the definition under the 2019 Act, it is clear that product is a broader term than goods and products can also be used for commercial purposes. They can be raw materials or intermediate products. It would not include human body components.

B. Product Liability

A consumer as per the provisions of 2019 Act only purchases goods which is a part of a wider term of products. If any person uses or purchases a product for commerce, that person is not a consumer. Hence, whenever any product suffers from any defect or damage the product manufacturer or seller can be held liable by the consumer. Whereas, “product liability” means the responsibility of a product manufacturer or product seller, of any product or service, to compensate for any harm caused to a consumer by such defective product manufactured or sold or by deficiency in services relating thereto.⁸ Thus the scope of the doctrine of “product liability”, under the 2019 Act is limited in comparison to the doctrine laid down in the *Elmore v. American Motors Corporation*⁹ where the product manufacturer was held liable to the innocent bystanders randomly injured by the defective products, as the liability under the Act is confined to compensate the “consumer” which does not include the bystander. This is because the foundation of the action is the contractual relationship between the buyer of the product and the seller or manufacturer.¹⁰

Therefore, a product should be both merchantable and marketable. Any defect in this part would bring liability on the one who sold the product or the one who manufactured it. The consumer cannot be expected by the seller or the manufacturer to specifically examine every aspect of the product. It is well understood that if the price liability would fall on the consumer, the product liability should fall on the seller or manufacturer.

C. Harm

In order to realise the scope and ambit of product liability under the 2019 Act it will be necessary to understand the meaning of “harm.” With respect to product liability, “harm” includes: (i) damage to any property, other than the product itself; (ii) personal injury, illness or death; (iii) mental agony or emotional distress attendant to personal injury or illness or damage to property; or (iv) any loss of consortium or services or other loss resulting from a harm referred to in sub-clause (i) or sub-clause (ii) or sub-clause (iii), but shall not include any harm caused to a product

itself or any damage to the property on account of breach of warranty conditions or any commercial or economic loss, including any direct, incidental or consequential loss relating thereto. This definition is not exhaustive though it covers majority of the different kinds of tangible and intangible losses which a consumer may suffer due to defective product or deficient service.

D. Product Liability Action

It is imperative to define “product liability action,” which means a complaint filed by a person before a District Commission or State Commission or National Commission, as the case may be, for claiming compensation for the harm caused to him. Therefore, the consumer can claim compensation for any harm caused by a defective product manufactured by a manufacturer or serviced by a service provider or sold by a seller. Therefore, impact is that it is not only the manufacturer but also the service provider and seller.¹¹

IV. PRODUCT LIABILITY ACTION UNDER THE 2019 ACT

A. Extent of Product Liability: Classification

Sections 82 to 87, appearing in Chapter VI of the 2019 Act comprehensively deals with the product liability action which extends to every claim for compensation under a product liability action by a complainant for any harm caused by a defective product manufactured by a product manufacturer or serviced by a product service provider or sold by a product seller.¹² It lays down the components of a product liability action when a product manufacturer, product service provider, or product seller can be held liable subject to the exceptions to a product liability action. It is pertinent to mention that the 2019 Act, expressly or by necessary implication, does not indicate that these new provisions of product liability will also apply to product liability actions already pending before various consumer fora. However, since these provisions create new rights and liabilities, there is a presumption in law that they are prospective in operation.

A product liability action may be brought by a complainant against a product manufacturer or a product service provider or a product seller, as the case may be, for any harm caused to him on account of a defective product. The 2019 Act defines each of these expressions in very wide terms to bring within their jurisdiction every possible aspect of a product liability claim. The 2019 Act also delineates the situations in which they will be held liable. While the concept of product liability envisaged under the 2019 Act are quite exhaustive and there is nothing to indicate that these would be the only situations where liability will arise.

Further, Section 83 of the 2019 Act provides *that* “a product liability action may be brought by a complainant against a product manufacturer or a product service provider or a product seller, as the case may be, for any harm caused to him on account of a defective product.” A careful observation of the provision states that there shall be three essential ingredients to satisfy a product liability action against the respondent i.e., (i) harm caused to the complainant; (ii) the harm caused on account of a defective product; and (iii) product manufacturer or product service provider or product seller should be held responsible for the defect in the product. It also classifies three different types’ respondents under the product liability action where action lies against a product manufacturer or a product service provider or a product seller who may be held jointly or severally liable for any harm caused to him due to the defective product.

B. Liability of Product Manufacturer

Under the purview of 2019 Act, manufacturer means a person who (i) makes any goods or parts thereof; or (ii) assembles any goods or parts thereof made by others; or (iii) puts or causes to be put his own mark on any goods made by any other person.¹³ A product manufacturer shall be liable in a product liability action, if (i) the product contains a manufacturing defect; or (ii) the product is defective in design; or (iii) there is a deviation from manufacturing specifications; or (iv) the product does not conform to the express warranty; or (v) the product fails to contain adequate instructions of correct usage to prevent any harm or any warning regarding improper or incorrect usage. A product manufacturer may also be held liable even in cases where it is established that there was no negligence or fraud in making the express warranty of a product.¹⁴

C. Liability of Product Service Provider

In relation to a product, product service provider means a person who provides any service in respect of such product.¹⁵ Service means variety description which is made available to potential users and includes, but not limited to, the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, telecom, boarding or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service.¹⁶ (43) "spurious goods" means such goods which are falsely claimed to A product service provider shall be liable in a product liability action, if (i) the service provided by him was faulty or imperfect or deficient or inadequate in quality, nature or manner of performance which is required to be provided by or under any law for the time being in force, or pursuant to any contract or otherwise; or (ii) there was an act of omission or commission or negligence or conscious withholding any information which caused harm; or (iii) the service provider did not issue adequate instructions or warnings to prevent any harm; or (iv) the service did not conform to express warranty or the terms and conditions of the contract.¹⁷

D. Liability of Product Seller

Product seller is defined as a person who, in the course of business, imports, sells, distributes leases, installs, prepares packages, labels, markets, repairs, maintains, or otherwise is involved in placing such product for commercial purpose and includes (i) a manufacturer who is also a product seller; or (ii) a service provider.¹⁸ A product seller may be held liable only if he is not a manufacturer of the product. If a product seller is also a manufacturer of the product, then the product seller shall be held liable under Section 84 of the 2019 Act as a product manufacturer. Therefore, liability of the product seller arises if (i) he has exercised substantial control over the designing, testing, manufacturing, packaging or labelling of a product that caused harm; or (ii) he has altered or modified the product and such alteration or modification was the substantial factor in causing the harm; or (iii) he has made an express warranty of a product independent of any express warranty made by a manufacturer and such product failed to conform to the express warranty made by the product seller which caused the harm; or (iv) the product has been sold by him and the identity of product manufacturer of such product is not known, or if known, the service of notice or process or warrant cannot be effected on him or he is not subject to the law which is in force in India or the order, if any, passed or to be passed cannot be enforced against him; or (v) he failed to exercise reasonable care in assembling, inspecting or maintaining such product or he did not pass on the warnings or instructions of the product manufacturer regarding

the dangers involved or proper usage of the product while selling such product and such failure was the proximate cause of the harm.¹⁹

E. Exceptions to Product Liability Action

Section 87 of the 2019 Act specifically provides for conditions under which a product liability action cannot be brought against product seller or product manufacturer. A product liability action cannot be brought against the product seller if, at the time of harm, the product was misused, altered, or modified.²⁰ Similarly, product liability action based on the failure to provide adequate warnings or instructions, the 2019 Act exempts liability of the product manufacturer if (i) the product was purchased by an employer for use at the workplace and the product manufacturer had provided warnings or instructions to such employer; (b) the product was sold as a component or material to be used in another product and necessary warnings or instructions were given by the product manufacturer to the purchaser of such component or material, but the harm was caused to the complainant by use of the end product in which such component or material was used; (iii) the product was one which was legally meant to be used or dispensed only by or under the supervision of an expert or a class of experts and the product manufacturer had employed reasonable means to give the warnings or instructions for usage of such product to such expert or class of experts; or (iv) the complainant, while using such product, was under the influence of alcohol or any prescription drug which had not been prescribed by a medical practitioner.²¹ In addition, a product manufacturer shall not be liable for failure to instruct or warn about a danger which is obvious or commonly known to the user or consumer of such product or which, such user or consumer, ought to have known, taking into account the characteristics of such product.²²

V. PARADIGM SHIFT: CAVEAT EMPTOR TO CAVEAT VENDITOR

Before the 2019 Act came into force, product liability claims were mostly based on principle of negligence and strict liability under the law of torts and the principle of warranty under the law of contract to claim damages for product liabilities. Earlier, the notion of *caveat emptor*, “let the buyer beware” found its place in common law.²³ As a result, the buyer of the product had to protect himself against obvious (patent) as well as hidden (latent) defects in the goods. Thus, no remedy could be claimed against the seller of defective goods unless there was an express warranty or condition to that effect in the contract.²⁴ In *Gardiner v. Gray*,²⁵ the English Courts replaced the rule of *caveat emptor* with precisely the opposite doctrine that the seller impliedly ‘warrants’²⁶ that his products contain no hidden defects. Further, the buyer was protected against obvious defects in goods if he “had no opportunity to inspect the commodity.” Thus, the buyer could now sue the seller of defective goods without any express contractual stipulations for damages or diminution in price. However, he could not repudiate the contract and compel the seller to take back the product. This common law rule was further modified by Section 16(2) of the 1930 Sale of Goods Act, to provide additional protection to the buyers of goods. As per Section 16(2) of the 1930 Act, there is an implied “condition” of merchantable quality for goods bought by description from the seller who deals in goods of that description.²⁷ Thus, a buyer was protected against both, obvious and hidden defects in goods.²⁸ Further, the buyer would lose protection against the seller for obvious defects only if actually “inspected the goods” as opposed to “a mere opportunity to inspect” being granted to him.²⁹ Hence, if there was any defect in the product, the buyer could reject the goods and sue for the price of the goods.³⁰ In the alternative, it was also open to the buyer to accept the goods and sue on the basis of warranty for damages or

diminution in the price of the product.³¹ Though considerable progress was made by law of warranties in according protection to the consumers, doctrine of privity was a serious limitation with this approach. Thus, only immediate buyers of the product could sue only the immediate sellers of the product.³² For instance, in *Winterbottom v. Wright*,³³ the driver of a stagecoach who suffered injury because of a defect in the product was refused damages as he was not a party to the contract between the seller and the buyer.

After the commencement of 2019 Act, there is a statutory liability imposed on product manufacturers and product sellers for any defective product. Moreover, such liability is strict in nature as it can hold them liable just based on the defective product without the consumer having to prove actual negligence. It derives its base from the concept of *caveat venditor* which means that the seller must beware thereby making the seller liable for any harm caused by the product to the consumer.³⁴ Generally, product liability claims are brought under the legal rounds of negligence, strict liability, or breach of warranty. Selling of the concerned product in the market is a prerequisite condition to incur a product liability.

VI. CONCLUSION

In compare to 1986 Act, the 2019 Act is far more comprehensive and in line with other consumer protection laws across the globe. Product liability system is of the most commendable aspects of the 2019 Act, which establishes a customer-friendly process for resolving consumer disputes. Chapter VI of the 2019 Act introduced a new system of liability for injury caused by a defective product into Indian consumer law. This is unquestionably a significant legislative change in the area of consumer protection in general and product liability in particular. This law guarantees to make up as much money as possible for the harm or injury done to a person who was harmed by a defective product. The goal of the legislation is to strike a balance between the interests of the product's manufacturer/seller and those of the consumers. Since the legislation is relatively new, there aren't many judgments that can be used to identify the general trend in the use of strict product liability claims against manufacturers, seller or service provider.

However, the idea of “buyer beware” has obviously given way to “seller beware,” as the 2019 Act introduced the concept of transparency in transactions and held sellers and endorsers accountable for the products they are endorsing, thereby theoretically ushering in a reform in the field of consumer rights. This appears to be a step forward from the contract law principle of “Let the Buyer Beware” (*caveat emptor*) to “Let the Seller Beware” (*caveat venditor*).

Nevertheless, it is obvious that the goal of include product liability in the 2019 Act is to improve the protection offered to the consumers. Without the support of its customers, a market cannot thrive, and producers cannot expect their patronage if consumers lack faith in the market. The 2019 Act would support the national economy by strengthening the market and safeguarding consumer interests through the product liability framework. Thus, it would not be incorrect to argue that the notion of product liability under the 2019 Act is a clear attempt to create a certain level of equilibrium between the conflicting interests of the vendor, manufacturer, or service provider on the one hand, and the best interest of the consumer on the other.

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1 Based on the recommendations of the Law Commission of India, The Consumer Protection Bill, 2019, was introduced in Lok Sabha by the Minister of Consumer Affairs, Food and Public Distribution on July 8, 2019. The said Bill received presidential assent on August 9, 2019, and came into force on July 20, 2020. For a comprehensive analysis, see Ashok R. Patil, “Product Liability Action: A Tooth to Strengthen Consumer Protection,” 10 *International Journal on Consumer Law and Practice*(2022) pp. 99-119.

2 With an aim to provide stricter and more enhanced protection to consumers, the 2019 Act made significant amendments to the erstwhile Consumer Protection Act, 1986, along with addition of new provisions. The introduction of product liability under the 2019 Act marked an end of the *buyer beware* doctrine and the introduction of *seller beware* as the new doctrine governing the Consumer Protection Act.

3 Section 2(35), The Consumer Protection Act, 2019.

4 Lemon laws are laws that provide a remedy for purchasers of cars and other consumer goods in order to compensate for products that repeatedly fail to meet standards of quality and performance. See Lee. D. Dahringer and Denise R. Johnson, “Lemon Laws: Intent, Experience and a Pro-Consumer Model,” 22(1) *Journal of Consumer Affairs* (2005) pp. 158-170; Brian Shaffer and Daniel T. Ostas, “Exploring the Political Economy of Consumer Legislation: The Development of Automobile Lemon Laws,” 3(1) *Business and Politics* (2001) pp. 65-76.

5 For detail discussion on nature of product liability, see Ashutosh V. Panchbhai, Vivek V. Nemané and Vaibhav B. Sonule, “Product Liability Law in India - A Critique,” 6(4) *Journal of Positive School Psychology* (2022) pp. 561-567; Vincent S. Walkowiak, “Product Liability Litigation and the Concept of Defective Goods: Reasonableness Revisited,” 44(4) *Journal of Air Law and Commerce* (1979) pp. 705-746; Friedrich Kessler, “Products Liability,” 76(887) *The Yale Law Journal* (1967) pp.887-938.

6 S. Ramesh, “A Comparative Analysis of Consumer Protection Act 1986 and Consumer Protection Act 2019 in India: Strengthening Consumer Rights and Redressal,” 3(5) *Journal of Legal Subjects* (2023) pp. 1-4 at p. 3.

7 The Consumer Protection Act, 2019, Section 2(33).

8 Ibid, Section 2(34).

9 *Elmore v. American Motors Corporation*, 70 Cal. 2d 578 (1969).

10 See W. Kennedy Simpson et al., “Recent Developments in Products, General Liability, and Consumer Law,” 38 *Tort Trial and Insurance Practice Law Journal*(2002) pp. 625-

656; Donald M. Jenkins, “The Product Liability of Manufacturers: An Understanding and Exploration,” 4(2) *Akron Law Review* (1972) pp.135-208; P. N. Legh-Jones, “Products Liability: Consumer Protection in America,” 27(1) *The Cambridge Law Journal* (1969) pp. 54-80.

11 See Balachandran Viswanathan and Anunima K.V., “A Study on Consumer Protection Act 2019 and Its Implications on the Pillars of Integrated Communication Channel,” 23(9) *IOSR Journal of Business and Management* (2021) pp. 59-67.

12 The Consumer Protection Act, 2019, Section 82.

13 Ibid, Section 2(36).

14 Ibid, Section 84.

15 Ibid, Section 2(38).

16 Ibid, Section 2(42).

17 Ibid, Section 85.

18 Ibid, Section 2(37).

19 Ibid, Section 86.

20 Ibid, Section 87(1).

21 Ibid, Section 87(2).

22 Ibid, Section 87(3).

23 David G. Owen, “The Evolution of Product Liability Law,” 26 *The Review of Litigation* (2007) pp. 955-989 at p. 958.

24 *Raghava Menon v. Kuttappan Nair*, AIR 1962 Ker. 318.

25 (1815) 171 Eng. Rep. 46, 47 (N.P).

26 A “warranty” is collateral to the main purpose of the contract which entitles the buyer of the goods to sue the seller for damages or for diminution of the price of the product. On the other hand, a “condition” is essential to main purpose of the contract that entitles the buyer to repudiate the contract, reject the goods and sue for damages. For discussion in detail on warranty and condition, see D.N. Prabhakar Murthy, and Wallace R. Blischke, “Product Warranty,” *Warranty Management and Product Manufacture* (2006) pp. 35-61; V. S. Sebastian, “Quality Control in Sale of Goods,” 7 *Cochin University Law Review* (1983) pp. 281-294; George L. Priest, “A Theory of the Consumer Product

Warranty,” 90(6) *The Yale Law Journal* (1981) pp. 1297-1352, J. W. CARTER and C. HODGEKISS, “Conditions and Warranties : Forebears and Descendants,” 8 *Sydney Law Review* (1976)pp. 31-67.

²⁷ In *Grant v. Australian Knitting Mills*, AIR 1936 PC 34, the Judicial Committee of the Privy Council was considering Section 14 of the South Australia Sale of Goods Act which is equivalent to Section 16 of the Indian 1930 Sale of Goods Act, 1930. The Court held that the goods are not merchantable if “it has defects unfitting it for its only proper use but not apparent on ordinary examination”. See *Ranbirsingh Shankarsingh Thakur v. Hindusthan General Electric Corporation Ltd.*, AIR 1971 Bom 97.

²⁸ Id.

²⁹ Section 16(2) of the Sale of Goods Act, 1930; *National Traders v. Hindustan Soap Works*, AIR 1959 Mad. 11; See *Ranbirsingh Shankarsingh Thakur v. Hindusthan General Electric Corporation Ltd.*, AIR 1971 Bom 97.

³⁰ *National Traders v. Hindustan Soap Works*, AIR 1959; Section 12(2) of the 1930 Sale of Goods Act.

³¹ *National Traders v. Hindustan Soap Works*, AIR 1959 Mad 112; Section 59 of the Sale of Goods Act, 1930; *Board of Trustees of the Port of Calcutta v. Bengal Corporation Pvt. Ltd.* AIR 1979 Cal. 142.

³² Mathias Reimann, “Liability for Defective Products at the Beginning of the Twenty-First Century: Emergence of a Worldwide Standard,” 51(4) *American Journal of Comparative Law* (2003) pp. 751-838 at p. 793.

³³ (1842) 152 Eng. Rep. 402 (Ex.)

³⁴ See Charles T. Levin, “Caveat Emptor Versus Caveat Venditor,” 7(3) *Maryland Law Review* (1943) pp. 177-200; see also Shalu Nigam, “From Caveat Emptor to Caveat Venditor: The Consumer Protection Act 2019 and the Consumer Rights,” 33(3) *Legal News and Views* (2020) pp. 2-7; Aryan Tulsyan, “Relocating Responsibility: Evolving From Caveat Emptor to Caveat Venditor *vis-à-vis* The Indian Sale of Goods Act,” 2(2) *National Journal for Legal Research and Innovative Ideas* (2022) pp. 43-49.