
Reconstructing the Right to Repair: Comparative Legal Responses in the Post-Brexit United Kingdom, the European Union and India

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Abstract

The right to repair has moved in a few years from a consumer campaign to a legal obligation. The European Union now requires manufacturers of certain products to repair them on request, under a Directive that came into application on 31 July, 2026. The United Kingdom, having left the Union, has not followed, so that the same washing machine sold in Dublin and in Manchester now carries different legal obligations. More curiously, it carries different obligations in Belfast and in Manchester because Northern Ireland remains aligned with European goods law under the Windsor Framework. India has taken a third route, building a Right to Repair Portal and a Repairability Index without enacting any right at all. This article compares the three, argues that India's approach is weaker than it appears because it rests on voluntary participation and self-declaration. It further suggests that the most useful Indian reform lies not in a new statute but in the Consumer Protection Act, 2019 and the competition jurisprudence that already exists.

Keywords: Right to Repair, Regulatory Divergence, Brexit, Competition Jurisprudence, Repairability Index

1. INTRODUCTION

Consider an ordinary situation. A washing machine bought three years ago stops working. The service centre says the part is no longer made. The machine is otherwise sound, the fault is a fifty-rupee component, and the consumer is told to buy a new machine. Nothing in that story involves a defective product, a false claim or a breach of warranty. The purchase was perfectly lawful and the seller has done nothing wrong. And yet a working machine has become scrap because a part was not available. That is the problem with the right to repair addresses, and it is a problem the ordinary law of consumer protection does not reach. Consumer law is built around defects: it asks whether goods conformed to what was promised, and gives remedies where they did not. A part that is simply unavailable four years after purchase is not a defect. It is a design and business decision, and until recently no legal system treated it as a wrong. Three jurisdictions have now begun to treat it as one, and they have done so in three quite different ways. The European Union has legislated, most significantly through Directive (EU) 2024/1799 on common rules promoting the repair of goods, which came into application across the Union on 31 July 2026. The United Kingdom, having left the Union, has not adopted that Directive and retains a narrower set of obligations inherited from European law before withdrawal. India has neither legislated nor adopted a directive, but has built an administrative apparatus, a Right to Repair Portal and, more recently, a framework for a Repairability Index that operates without any underlying legal right. This article examines the divergence between them. The subject is worth an Indian reader's attention for two reasons. The first is practical: Indian manufacturers who export to Europe are now subject to the Directive, and Indian subsidiaries of European and British companies will find their group policies diverging by market. The second is conceptual. India is at the point where it must choose between a rights-based model and an information-based model, and the European and British experience shows fairly clearly what each deliver. The argument advanced here is that India's present approach is weaker than it appears. A portal that manufacturers join voluntarily and an index that manufacturers score themselves are not rights. But the conclusion is not that India needs a Right to Repair Act. It is that the materials for an enforceable right already exist in the Consumer Protection Act, 2019 and in the *Competition Jurisprudence* beginning with *Shamsher Kataria* and that the useful reform is to activate those rather than to draft something new.

Review of Literature: Perzanowski, Aaron- The author analyses the interface between the right to repair, consumer-protection law, competition law and environmental sustainability. Repair is framed as an instrument for reducing electronic waste and prolonging product lifespan. The author argues for legislative and policy reform directed at improving access to parts, information and tools, and at supporting independent repairers. The discussion is, however, grounded predominantly in United States law and does not engage in any substantial way with the post-Brexit United Kingdom, the European Union or India. The work therefore supplies a useful conceptual foundation for the present comparative enquiry, while leaving unexamined the distinct and evolving legal approaches of those three jurisdictions.

White, Karen-White argues that advances in technology and closed, manufacturer-controlled product systems can weaken consumer autonomy and leave buyers more dependent on the original producer. He links the right to repair with greater consumer control, longer product life and more sustainable patterns of use. The book is helpful in showing how the law might hold these consumer interests in balance with the legitimate commercial claims of manufacturers in a digital market. It does not, however, give close comparative attention to the law of the post-Brexit United Kingdom, the European Union or India. For that reason, the work remains a useful foundation for treating the right to repair as an emerging consumer right, while leaving room for further study of how that right is recognised and enforced in those jurisdictions.

Roy, S.K.- examined that the autonomy and entitlements of customers to repair their own defective equipment according to the repair manual or to choose a service provider of their preference, without being

compelled by the manufacturer's preferences. The objective was to combat unfair commercial practices and encourage free commerce. It also aims to establish specific laws on the Right to Repair, ensuring that policymakers effectively incorporate the requirements of this right, while also acknowledging and safeguarding consumer protection.

Subramanya, T. R.) studied that the "Right to Repair" is an innovative and unconventional legal principle that pertains to the giving of the authority to repair a damaged object, such as a car or smartphone, or to make alterations to such a device, by the owner, manufacturer, or a third-party repair shop. Countries worldwide, notably the United States and the United Kingdom, have implemented legislation to safeguard people's "Right to Repair." The research found substantiated the notion that India needs "right-to-repair legislation". Implementing legislation about the right to repair effectively eradicated monopolies, cease deliberate obsolescence, enhance consumer options, safeguard the environment, and invigorate local economies.

Research Methodology: This research employs a doctrinal and comparative legal methodology to investigate how the right to repair has developed and been reshaped in the post-Brexit United Kingdom, the European Union and India. It concentrates on the legal recognition of the right, its scope, the mechanisms available for its enforcement, and the limits placed upon it. The analysis also examines how the right interacts with consumer-protection law, competition law, environmental sustainability goals, and manufacturers' legitimate commercial interests.

The study is qualitative in nature. It seeks to identify similarities and differences among the three jurisdictions, to highlight regulatory gaps, and to trace emerging legal trends.

Research Questions:

- **RQ1-** Is India's existing soft law framework sufficient to enforce consumer 'right to repair' rights or is a dedicated statutory regime required?
- **RQ2-** What are the extraterritorial compliance and economic implications of EU Directives 2024/1799 (Right to Repair) for Indian manufacturers exporting consumer goods to the European Single Market?

2. WHAT RIGHT TO REPAIR ACTUALLY CONTAINS

The expression is used loosely, and it is worth separating the several distinct claims it bundles together, because a legal system may grant some and refuse others. The first is *availability of spare parts*. A manufacturer is required to keep parts in the market for a stated number of years after the last unit is sold. This is the oldest and least controversial element, and something like it exists in Indian practice through service commitments, though not as a legal duty. The second is *access to repair information*. Service manuals, wiring diagrams, error codes, diagnostic software and firmware are often treated by manufacturers as confidential. Without them an independent technician cannot work on the product even if the parts are available. This is where the tension with intellectual property is sharpest. The third is the *availability of tools*. Some products are assembled with proprietary screws, adhesives or calibration equipment which only the manufacturer's own network possesses. The fourth, and legally the most significant, is *a duty to repair*. This goes beyond making repair possible for others; it obliges the manufacturer itself to carry out a repair on request, at a reasonable price and within a reasonable time. Only the European Union has taken this step. The fifth is *freedom from software locks*. A part may be fitted and the product may still refuse to function because the software will not recognise a component that was not installed by an authorised agent. This practice, sometimes called parts pairing, can defeat every other element of the right, and it is the area in which the law of all three jurisdictions is least developed. The

sixth is *information at the point of sale*, so that a purchaser may prefer a repairable product before she buys. This is what a reparability index does, and it is the element India has chosen to develop first. The distinction between the sixth element and the other five is the theme of this article. Five of them create obligations. The sixth creates disclosure. Disclosure assumes that a consumer who is told a product is hard to repair will buy something else, and that manufacturers will therefore compete on reparability. That assumption may hold in a market where consumers have real choice and are price-insensitive enough to act on the information. It is a large assumption to make about the Indian mass market for appliances and telephones. There is also an environmental case, and for India it is not a small one. India is among the largest generators of electronic waste in the world, and a substantial part of that waste is processed in the informal sector under conditions that are hazardous to the workers involved. Every product repaired is a product that does not enter that stream, and every extra year of service life reduces the demand for a new unit whose manufacture carries its own environmental cost. The right to repair is therefore not only a consumer question. It is the point at which consumer law, competition law and waste management policy meet, and one of the weaknesses of the present Indian position is that these three are administered by different departments with little contact between them.

3. THE EUROPEAN UNION: FROM ECO-DESIGN TO AN ENFORCEABLE DUTY

The European approach developed in two stages, and the distinction between them matters because the United Kingdom inherited the first stage and not the second. The first stage was eco-design. Under the Eco-design Directive of 2009 the European Commission made product-specific regulations prescribing what a manufacturer must do before placing goods on the market. From 1 March 2021 a group of these regulations, covering washing machines, washer-dryers, refrigerating appliances, electronic displays and welding equipment, began to require manufacturers to make spare parts available to professional repairers for between seven and ten years, to supply repair and maintenance information, and to ensure that certain parts could be replaced using commonly available tools. Eco-design was, in origin, energy policy rather than consumer policy: its legal basis was the internal market and its purpose was environmental. Repairability arrived as a by-product. The Eco-design Directive has since been replaced by the Eco-design for Sustainable Products Regulation, which came into force on 18 July 2024 and extends the same technique to almost all physical goods, adding a Digital Product Passport intended to carry repair and material information with the product itself. A separate Regulation on batteries requires portable batteries in most consumer products to be removable and replaceable by the end user from 2027, which addresses one of the commonest practical obstacles to repair. The second stage is the Right to Repair Directive of 2024, and it is different in kind. Eco-design tells a manufacturer how to build a product. The Directive tells a manufacturer what it must do for a consumer after the product is sold. Four features deserve particular notice. First, there is a duty to repair. Where a product falls within the categories listed in Annex II to the Directive, which at present include washing machines, dishwashers, refrigerating appliances, vacuum cleaners, electronic displays, mobile telephones, tablets and servers — the manufacturer must repair it on the consumer's request, at a reasonable price and within a reasonable time, and must do so even after the legal guarantee period has expired. The duty is not confined to the manufacturer's own network: spare parts and tools must be made available to independent repairers at prices that do not deter repair. Secondly, the Directive addresses the problem of the manufacturer beyond the reach of European law. Where the manufacturer is established outside the Union, the obligation falls on its authorised representative within the Union; where there is none, on the importer; and where there is no importer, on the distributor. This is of direct practical importance to Indian exporters, because it means that a European importer of an Indian appliance now carries a repair obligation it will seek to pass back up the contractual chain. Thirdly, the Directive introduces a European Repair Information Form. A repairer may provide the consumer with a

standardised statement of what the repair will involve and what it will cost, and having done so may not alter those conditions for thirty days. The purpose is comparison: a consumer can obtain forms from two repairers and read them against each other. Use of the form is voluntary for the repairer, which is a significant weakness, but the standardisation is useful. Fourthly, and cleverly, the Directive amends the existing law on the sale of goods to make repair more attractive than replacement. Under the Sale of Goods Directive, a consumer whose goods do not conform may generally choose between repair and replacement. The amendment provides that where she chooses repair, the period of the seller's liability is extended by twelve months from the completion of the repair. A consumer who previously had every incentive to demand a new product now has a reason to accept a repaired one. Two criticisms of the European scheme should be recorded, because an Indian reader is entitled to a balanced view. The scheme is narrow: it applies to listed product categories, and a consumer whose television is on the list has rights her food processor does not attract. And it is a directive rather than a regulation, so it takes effect through twenty-seven national transposing laws, with the result that the obligation a manufacturer actually answers to differ from Member State to Member State even within the Union. Uniformity has been achieved in principle and not in text.

4. THE UNITED KINGDOM AFTER BREXIT: DIVERGENCE OUTWARD AND INWARD

The United Kingdom left the European Union on 31 January 2020 and the transition period ended on 31 December 2020. European law in force on that date was converted into domestic law as retained EU law, so that the United Kingdom began its separate existence with a body of rules identical to the Union's. Divergence since then has come about in two ways: by the United Kingdom changing inherited rules, and by the Union making new ones that the United Kingdom does not adopt. On repair, it is almost entirely the second. What the United Kingdom retained was the Eco-design stage. The Eco-design for Energy-Related Products and Energy Information Regulations 2021 came into force on 1 July 2021 and reproduced, for Great Britain, the substance of the European Eco-design measures described above. They were widely reported at the time as Britain's right to repair, which was an overstatement. They require spare parts and repair information to be made available for listed appliances, largely to professional repairers, for a stated number of years. They do not oblige any manufacturer to repair anything. What the United Kingdom has not adopted is the Directive of 2024. The Right to Repair Directive does not apply in Great Britain, and no equivalent duty to repair has been enacted. Consumers in Great Britain therefore rely on the Consumer Rights Act 2015, under which goods must be of satisfactory quality, fit for purpose and as described, and a consumer whose goods do not conform may require repair or replacement within a reasonable time and without significant inconvenience. That is a remedy for non-conformity, not a right to repair: it operates only where something was wrong with the goods, and it does nothing for the consumer whose four-year-old appliance simply needs a part. The constitutional position has meanwhile been altered in a way that makes future divergence easier. The Retained EU Law (Revocation and Reform) Act 2023 ended the supremacy of retained EU law with effect from the end of 2023 and renamed the surviving body of rules assimilated law, removing the interpretive principles that had previously tied it to European jurisprudence. The practical consequence is that British courts construing the Regulations of 2021 are no longer required to read them consistently with European decisions on the identical provisions. Two texts that began as one may now be interpreted apart. The more interesting divergence, however, is internal, and it is not often noticed in Indian writing on Brexit. Under the Protocol on Ireland and Northern Ireland, as revised by the Windsor Framework, Northern Ireland continues to apply a defined set of European rules on goods, including new measures as the Union adopts them. Eco-design and energy labelling fall within that set. The Right to Repair Directive has therefore the potential to apply in Northern Ireland while not applying in England, Scotland and Wales. The result is a single state containing two regulatory regimes for

the same product. A manufacturer selling a washing machine in Belfast may owe a duty to repair it; the same manufacturer selling the same machine in Birmingham owes no such duty. A consumer in Northern Ireland has rights her fellow citizen across the Irish Sea does not. This is the sharpest illustration available of what regulatory divergence after Brexit actually means, and it is a caution to any federal system: divergence is not only a matter of one country drifting from another, but of a country drifting from itself. India, where health, consumer affairs and trade are distributed between the Union and the States in complicated ways, has reason to attend to the example.

Whether Great Britain will follow is unclear. Policy work on reuse, repair and remanufacture has been undertaken at various times without producing legislation, and the direction of the current administration has not been settled. What can be said is that the United Kingdom's competitive position now cuts both ways. Lighter obligations may be attractive to manufacturers but a manufacturer selling into both markets will build to the European standard and will have little incentive to offer a lesser product in Britain, so the practical effect of divergence may be less than the legal difference suggests. This is the familiar phenomenon by which the larger market's rules travel outward, and it is the reason Indian exporters will find European repairability requirements reaching them regardless of what Indian law requires.

5. INDIA: A PORTAL, AN INDEX AND A COMPETITION CASE

India has approached the subject administratively rather than legislatively, and the story has three strands. The first is the Right to Repair Portal. In July 2022 the Department of Consumer Affairs constituted a committee to develop a framework on the right to repair, and the portal that followed brings together, in four sectors — farming equipment, mobile phones and electronics, consumer durables, and automobiles — the information a consumer needs in order to have a product repaired: product manuals, details of spare parts and their prices, warranty terms, repair videos and the contact particulars of service networks. Brands are onboarded to the portal, and the Department has held stakeholder meetings to bring in automobile associations and manufacturers. It should be said clearly what the portal is and is not. It is a disclosure platform. Participation is voluntary. A manufacturer that does not join commits no offence, and a manufacturer that joins and then declines to supply a part to an independent repairer breach nothing. The portal makes information available where the manufacturer chooses to make it available. That is a useful thing and it is not a right. The inclusion of farming equipment among the four sectors deserves particular notice, because it is the sector in which the difficulty is sharpest and the Indian stake highest. Modern tractors and harvesters contain electronic control units, and a repair may require diagnostic software that the manufacturer supplies only to its own dealers. A cultivator whose tractor stops working during the sowing season and whose nearest authorised dealer is two districts away suffers a loss that has nothing to do with the price of the spare part. The village mechanic who has repaired tractors for thirty years can do the mechanical work and cannot clear an electronic fault code. This is the clearest Indian illustration of why access to information matters as much as access to parts, and why a scheme confined to certified repairers would miss the person the farmer actually relies upon. The second strand is the Repairability Index. In 2024 the Department constituted a committee to devise a framework for a repairability index in the mobile and electronics sector, and the committee submitted its report in 2025. The framework is thoughtfully constructed. It scores a product on a five-point scale across some eleven components most prone to failure, including the battery, display, camera and charging port; it takes account of the availability of spare parts, the availability of repair information and the duration of software support; and it requires the score to be displayed at the point of sale, whether physical or online, and to be accessible by a QR code on the packaging. Two features of that framework deserve comment. It is deliberately light on compliance: the manufacturer self-declares its score against published criteria, and no third-party verification is required. And it is a labelling measure: it tells a purchaser how repairable a telephone is, and leaves the

consequences to the market. The committee's stated aim of aligning with global practice without impeding innovation or ease of doing business is candid about the trade-off being made. The third strand is the one Indian lawyer should find most interesting, because it is the only one that has produced enforceable obligations, and it did so a decade before the portal existed. In *Shri Shamsher Kataria v. Honda Sael Cars India Ltd.* The Competition Commission of India examined arrangements between automobile manufacturers and their dealers and suppliers which had the effect of keeping genuine spare parts and diagnostic tools out of the open market, so that a vehicle could effectively be serviced only within the manufacturer's authorised network. The Commission found contraventions of section 3(4) of the Competition Act, 2002, which deals with vertical agreements, and of section 4, which prohibits abuse of a dominant position. It defined the relevant market as the aftermarket for each manufacturer's own vehicles, on the reasoning that a consumer who has bought a particular car is locked in for spares and cannot switch. Fourteen additional manufacturers were brought into the investigation, penalties were imposed, and the Commission directed those spare parts and diagnostic tools be made available in the open market and that repair information be shared with independent garages. That analysis is the foundation of an Indian right to repair and it has been strangely underused. Its logic is not confined to motor cars. A consumer who has bought a particular refrigerator, telephone or tractor is equally locked into that manufacturer's aftermarket, and restrictions on the supply of parts, tools or information to independent repairers are equally capable of amounting to an abuse of dominance in that aftermarket. What *Shamsher Kataria* supplies is not a rule about cars. It is a method of defining the market so that lock-in becomes visible to competition law. Consumer law offers a second route that has been used even less. The Consumer Protection Act, 2019 defines unfair trade practice broadly and includes within the rights of a consumer the right to be informed about the quality, quantity, potency, purity, standard and price of goods. It is at least arguable that a representation of durability made in advertising, where parts are in fact withdrawn well within the advertised life of the product, is an unfair trade practice. Chapter VI of the same Act, which introduced product liability into Indian law, makes a manufacturer liable where a product fails to contain adequate instructions of correct usage to prevent harm. Neither provision was drafted with repair in mind, and neither has been tested for that purpose. The older implied conditions as to quality and fitness under the Sale of Goods Act, 1930 are similarly silent on the continuing availability of parts. Environmental law supplies a third. The E-Waste (Management) Rules, 2022 place extended producer responsibility on producers of electrical and electronic equipment, with registration and recycling targets. Extended producer responsibility and repairability point in the same direction — a product repaired is a product not discarded — but the Rules are directed at end-of-life recycling rather than at extending life, and they contain no repairability obligation. The connection between the two is one Indian policy has not yet made. One further Indian difficulty should be noted because it is a genuine obstacle. India has a large, skilled and almost entirely informal repair economy. The street-corner mobile repairer and the neighbourhood appliance mechanic keep an enormous quantity of equipment in service, and they do so without warranties, records or, generally, access to genuine parts. Any regulatory scheme built on the European model, which assumes a professional repairer who can be identified, certified and supplied, will not reach them. Conversely, a scheme that succeeded in getting genuine parts and repair information to this sector would do more for Indian consumers than a duty to repair imposed on manufacturers because the capacity to repair already exists. This is in respect in which India's situation is genuinely different and it argues for a differently designed intervention rather than for a weaker tone.

6. THREE MODELS OF DIVERGENCE COMPARED

The three jurisdictions have chosen three techniques, and it is useful to name them. The European Union has used *obligation*. It identifies product categories, imposes duties on manufacturers, and provides for

enforcement through national authorities and national law. The strength of this technique is that it does not depend on consumer behaviour: the duty exists whether or not any consumer knows about it. Its weaknesses are narrowness of scope and unevenness of transposition. The United Kingdom has used *inheritance*. It holds the position European law occupied in 2020 and has neither advanced nor retreated. The strength of this position is stability; its weakness is that it becomes progressively less protective as the Union moves on, without any decision ever having been taken to reduce protection. Divergence by inaction is still divergence, and it has the peculiar quality of being unaccompanied by any democratic deliberation about the substance. India has used *information*. It discloses rather than obliges, and it relies on the market to reward reparability. The strength of this technique is that it is quick, cheap and imposes almost nothing on industry, which in a developing market is not a trivial consideration. Its weakness is that it assumes a consumer who reads the index, understands it, and is willing to pay more for a higher score. Where the purchasing decision is driven by price and by monthly instalments, that assumption is doubtful. A comparison of enforcement is instructive. In the European Union a consumer denied a repair has a claim, and a manufacturer that refuses faces a national enforcement authority. In Great Britain a consumer denied a spare part for a listed appliance may complain to the market surveillance authority, which enforces the eco-design requirements; she has no personal remedy for the refusal itself. In India a consumer denied a spare part has, at present, no remedy directed at that refusal at all — she must either bring the matter within an existing head of unfair trade practice or persuade the Competition Commission that the refusal is an abuse of dominance in the aftermarket. The first is untested; the second is available but requires resources a household does not have. There is also a lesson about intellectual property which none of the three has resolved satisfactorily. Repair information is often protected as confidential information; spare parts may be protected by registered designs; and diagnostic software is protected by copyright and by contractual license terms. The European design reform of 2024 introduced a repair clause permitting the use of protected component parts for the purpose of restoring the original appearance of a complex product, which addresses part of the difficulty for visible parts. India's Designs Act, 2000 contains no comparable exception, and the interaction between design protection of spare parts and a right to repair remains entirely unexamined in Indian law. Any Indian scheme that requires parts to be supplied to independent repairers will run into this question, and it is better addressed in advance than in litigation.

7. CONCLUSION

Five suggestions follow, arranged from the least to the most difficult to implement. *First*, the Repairability Index should be made mandatory in law rather than as an administrative expectation, and the self-declared score should be brought within the definition of unfair trade practice under the Consumer Protection Act, 2019. A score is a representation about goods. If it is inaccurate, it should attract the same consequences as any other misdescription. This requires no new statute: it requires only that the index be notified in a form that makes a false score actionable, and it converts a labelling measure into something with teeth at almost no additional cost to industry. *Secondly*, the reasoning in *Shamsher Kataria* should be applied beyond the automobile sector. The Competition Commission has already accepted that each manufacturer's aftermarket may be a relevant market of its own, and that restrictions on the supply of parts, tools and information to independent repairers may amount to abuse. Applying that reasoning to appliances, telephones and agricultural equipment requires no legislative change, and a small number of reference cases would establish the position across the economy far more quickly than a statute could be drafted. *Thirdly*, participation in the Right to Repair Portal should be made a condition of something the manufacturer wants. Registration under the E-Waste Rules, participation in public procurement and eligibility for production-linked incentives are all candidates. A voluntary portal becomes an effective one when non-participation carries a cost, and this technique avoids the difficulty of creating a new

enforcement machinery. *Fourthly*, and this does require legislation or at least rule-making, a minimum period for the availability of spare parts should be prescribed for defined categories of goods, tied to the last date of manufacture and declared at the point of sale. This is the single element of the European scheme that translates most directly into Indian conditions, because it does not depend on identifying professional repairers or on any duty to repair. It simply requires that the part exist and be purchasable. *Fifthly*, and most importantly, any Indian scheme must be designed for the informal repair sector rather than around it. A requirement that parts and basic repair information be sold to any purchaser, and not only to authorised or certified repairers, would reach the technicians who actually carry out most repairs in India. A certification requirement modelled on European practice would exclude them. The choice between these two designs will determine whether an Indian right to repair is real or ornamental, and it is a choice that the European and British models cannot make for us. What India should not take is the assumption that disclosure is enough. That assumption underlies the present Indian approach, and it is the one element of the comparison on which the European experience is reasonably clear: the Union began with Eco-design and labelling in 2009, found after fifteen years that products were still not being repaired, and legislated a duty in 2024. India is at present at the stage the Union occupied a decade and a half ago, and it has the advantage of being able to see where that stage leads. Regulatory divergence after Brexit is usually discussed as a question about trade friction. The right to repair shows it to be a question about rights. A consumer in Dublin, a consumer in Belfast and a consumer in Birmingham now hold three different entitlements in respect of the same washing machine, and the third of them holds the least, not because anyone decided that British consumers should have fewer rights but because the Union moved and the United Kingdom did not. Divergence by inaction turns out to be the commonest kind.

The European Union's approach is more robust than India's current Right to Repair framework, which is mostly based on soft law, voluntary involvement, and self-declaration. India does not yet have a full statutory right to repair, despite the fact that EU Directives 2019/771 and 2024/1799 offer stronger and more enforceable repair rights and related requirements on producers. However, India can strengthen the Consumer Protection Act, 2019 and competition-law framework by making important repair responsibilities mandatory, so a separate law may not be immediately required. Therefore, India's top objective should be to convert its current soft-law framework into enforceable consumer rights, while the EU model offers a helpful baseline.

The study concludes that **EU Directive 2024/1799 carries significant extraterritorial and economic implications for Indian manufacturers exporting consumer goods to the European Single Market**. Indian manufacturers may be required to comply with obligations relating to product repairability, availability of spare parts, access to repair information, and consumer-oriented repair mechanisms. Although compliance may entail increased short-term costs arising from product redesign, spare-parts management, and the establishment of repair infrastructure, it may, in the long term, enhance product durability, consumer confidence, market competitiveness, and participation in the circular economy. Consequently, continued access to the EU market is likely to require Indian manufacturers to integrate EU repairability standards into their product design and supply-chain practices. The Directive further underscores the need for India to strengthen its predominantly voluntary **Right to Repair framework** by developing more effective and enforceable legal obligations, thereby ensuring that Indian manufacturers remain competitive and compliant within an increasingly sustainability-oriented international trading environment.

References

1. Central Pollution Control Board. (2023). *Guidelines on extended producer responsibility for ewaste*.

New Delhi: Government of India.

2. Central Pollution Control Board. (2024). *Annual report on implementation of the E-Waste (Management) Rules*. New Delhi: Government of India.
3. Competition Commission of India. (2014). *Shri Shamsher Kataria v. Honda Sael Cars India Ltd.* (Case No. 03 of 2011, order dated August 25, 2014). New Delhi: Competition Commission of India.
4. Consumer Education and Research Centre. (2023). *Right to Repair Portal: Benefits and how to use it*. Ahmedabad: CERC. Retrieved August 22, 2026, from <https://cercindia.org>
5. Department for Promotion of Industry and Internal Trade. (2017). *Public Procurement (Preference to Make in India) Order 2017* (Order No. P-45021/2/2017-PP (B.E.-II)). New Delhi: Government of India.
6. Department of Consumer Affairs. (2022). *Right to Repair Portal India*. New Delhi: Ministry of Consumer Affairs, Food and Public Distribution, Government of India. Retrieved August 22, 2026, from <https://consumeraffairs.nic.in>
7. European Commission. (2019). Commission Regulation (EU) 2019/2019 (refrigerating appliances), Commission Regulation (EU) 2019/2021 (electronic displays) and Commission Regulation (EU) 2019/2023 (household washing machines and washer-dryers). *Official Journal of the European Union*, L 315.
8. European Parliament and Council of the European Union. (2009). Directive 2009/125/EC of 21 October 2009 establishing a framework for the setting of eco-design requirements for energy-related products. *Official Journal of the European Union*, L 285, 10.
9. European Parliament and Council of the European Union. (2019). Directive (EU) 2019/771 of 20 May 2019 on certain aspects concerning contracts for the sale of goods. *Official Journal of the European Union*, L 136, 28.
10. European Parliament and Council of the European Union. (2023). Regulation (EU) 2023/1542 of 12 July 2023 concerning batteries and waste batteries. *Official Journal of the European Union*, L 191, 1.
11. European Parliament and Council of the European Union. (2024). Directive (EU) 2024/1799 of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828. *Official Journal of the European Union*, L series, 10 July 2024.
12. European Parliament and Council of the European Union. (2024). Directive (EU) 2024/2823 of 23 October 2024 on the legal protection of designs (recast). *Official Journal of the European Union*, L series, 18 November 2024.
13. European Parliament and Council of the European Union. (2024). Regulation (EU) 2024/1781 of 13 June 2024 establishing a framework for the setting of eco-design requirements for sustainable products. *Official Journal of the European Union*, L series, 28 June 2024.
14. European Parliament and Council of the European Union. (2024). Regulation (EU) 2024/2822 of 23 October 2024 amending Council Regulation (EC) No. 6/2002 on Community designs. *Official Journal of the European Union*, L series, 18 November 2024.
15. European Union and United Kingdom. (2023). *Decision No. 1/2023 of the Joint Committee of 24*

March 2023 (the Windsor Framework), amending the Protocol on Ireland/Northern Ireland to the Withdrawal Agreement.

16. India. (1930). *The Sale of Goods Act, 1930* (Act No. 3 of 1930). New Delhi: Ministry of Law and Justice.
17. India. (1986). *The Environment (Protection) Act, 1986* (Act No. 29 of 1986). New Delhi: Ministry of Law and Justice.
18. India. (2000). *The Designs Act, 2000* (Act No. 16 of 2000). New Delhi: Ministry of Law and Justice.
19. India. (2003). *The Competition Act, 2002* (Act No. 12 of 2003). New Delhi: Ministry of Law and Justice.
20. India. (2016). *The Bureau of Indian Standards Act, 2016* (Act No. 11 of 2016). New Delhi: Ministry of Law and Justice.
21. India. (2019). *The Consumer Protection Act, 2019* (Act No. 35 of 2019). New Delhi: Ministry of Law and Justice.
22. International Telecommunication Union and United Nations Institute for Training and Research. (2024). *The Global E-waste Monitor 2024*. Geneva: ITU; Bonn: UNITAR.
23. Ministry of Consumer Affairs, Food and Public Distribution. (2011). *Legal Metrology (Packaged Commodities) Rules, 2011*. New Delhi: Government of India.
24. Ministry of Consumer Affairs, Food and Public Distribution. (2020). *Consumer Protection (E-Commerce) Rules, 2020* (G.S.R. 462(E), July 23, 2020). New Delhi: Government of India.
25. Ministry of Environment, Forest and Climate Change. (2022). *The E-Waste (Management) Rules, 2022* (G.S.R. 801(E), November 2, 2022). New Delhi: Government of India.
26. Press Information Bureau. (2024, July). *Department of Consumer Affairs meets automobile associations and partner companies to onboard them on Right to Repair Portal India* [Press release]. New Delhi: Government of India. Retrieved August 22, 2026, from <https://www.pib.gov.in>
27. Press Information Bureau. (2025). *Report for framework on Repairability Index (RI) in mobile and electronic sector submitted* [Press release]. New Delhi: Government of India. Retrieved August 22, 2026, from <https://www.pib.gov.in>
28. United Kingdom. (2015). *Consumer Rights Act 2015* (c. 15). London: The Stationery Office.
29. United Kingdom. (2018). *European Union (Withdrawal) Act 2018* (c. 16). London: The Stationery Office.
30. United Kingdom. (2021). *The eco-design for Energy-Related Products and Energy Information Regulations 2021* (S.I. 2021/745). London: The Stationery Office.
31. United Kingdom. (2023). *Retained EU Law (Revocation and Reform) Act 2023* (c. 28). London: The Stationery Office.



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