



E –Commerce And Rights Of Consumers: A Study

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ABSTRACT

Consumers have steadily moved to online portals as a result of advancements, and most have switched to online or hybrid ways. Customers are willing to embrace change and even watch for switching demands. Consumers in the modern world watch closely to get the most out of internet sellers. The increase in electronic sales, which is undoubtedly due to the advantages of the internet, such as the transformation of big, quick, and inexpensive communication and easy accessibility, has led to the rise of electronic commercial transactions. According to studies, the e-commerce industry is expanding steadily, and customers' increasing desire to purchase goods or shop online has significantly altered the worldwide market environment.

This platform has enabled consumers to deal in goods and services without time barrier and geographical barriers. Examining the online commerce environment, it is clear that online shoppers also have a variety of behaviors, as E-commerce is an important asset. Due to fragmented online sales, since transactions are processed through the Internet, there is sparse inspection of products, quality verification cannot be verified. Various cases have been discovered where consumers have received different products, quality and quantity of products from what they actually ordered. E-market users should exercise more caution and act true to the necessary statements when engaging in e-commerce to ensure their safety.

Key Words: Business, Consumer, E- Commerce, Government, M-Commerce, Online Shopping, Unfair Contract.

1. INTRODUCTION

The path of evolution of new millennium reveals the fact that over the last few centuries, human beings have experienced two major revolutions: The Industrial Revolution and the Electronic Revolution. The Industrial Revolution has transformed our society from being agricultural based to industrial based, whereas the Electronic Revolution has transformed our society from being mechanical based to electronically based. In the third millennium, a new revolution has opened its eyes namely Network Revolution. It interconnects different parts of the world, enabling the seamless flow of information. The Internet is the engine of this revolution and Electronic Commerce (E-Commerce) is its fuel.¹

In the last years of the 20th century a phenomenon has been witnessed which has changed the shape of human civilization. This is the explosion which has taken place in electronics and as a result of which there has been infinite expansion of knowledge that is commonly described as information explosion. The most outstanding development in this area has been the geometric expansion of trade and commerce through the Internet or the web. The web accepts no restrictions of the country and the free trade and commerce available through website in cyberspace is known as E-Commerce.² E-Commerce is a new networked economy which has some characteristics quite unlike those of the old industrial economy.³ Today protection of the consumer has become an issue of public concern all over the world. With the increase of international trade and commerce, the concept of consumer protection found a place in the international market. Today, the world economy is based upon the goods and services and e-commerce. The protection of consumer rights can establish a balanced relation between businesses and consumers in e-commercial transitions and consumer confidence. The international digital network and technology provide the electronic marketplace and global approach to consumer protection in e-commerce.⁴ In India, consumer protection system is based on the English system where the Legal development has taken place. The consumer protection laws cover a number of legislations with specific and advanced parameters for protection of consumers and their rights. The legislation on consumer protection in India started with the beginning of legislative era during 19th century. The consumer protection legislations have been passed through many stages in ancient time. Ethical practices were followed by everyone firstly the ManuSamriti, the ancient law, in which Manu wrote about ethical trade

¹ Henry Chan, Raymond Lee and Tharam Dillon and Elizabeth Chang, *E-Commerce: Fundamentals and Applications*, . xix-xx (John Wiley & Sons Ltd., Chichester, 2002).

² S.R. Sharma (edited), *Encyclopaedia of Cyber Laws and Crime: Laws on E-Commerce*, 123-140, Vol. 3, (Anmol Publications Pvt. Ltd., New Delhi, 2003).

³ Vasu Deva, *E-Business: Search For Excellence*, 1-5 (Commonwealth Publishers, New Delhi, 2003).

⁴ OECD Legal Instruments "Recommendations of the Council concerning Guidelines for Consumer Protection in the Context of Electronic Commerce" available at: <https://legalinstruments.oecd.org/entinstrument/s/OECD-LEGAL-0303> , (visited on: 17th November 2024).

practices, prescribe Code of conduct to traders and specified punishments for the crimes committed against buyers⁵

2. MEANING AND CONCEPT OF CONSUMER

1) **Ordinary Meaning:** A pertinent question that first of all arises in the present context is who is a consumer? In the answer it may be pointed that in simple words, every human being who consumes anything for survival is a consumer. For example one who eats food, buys commodities either from a cooperative store or approved ration shop, stands in queue to buy kerosene, smokes, bidi or cigarette, travels on horse, bullock-cart, camel-cart, bus, motor-car, train or plane, hires taxi or auto-rickshaw, takes flat or house on rent, buys house, gets teeth filled or extracted, gets cloths stitched, gets cloths cleaned, buys auto-mobile or any other mode of transport, pays electricity and water charges, buys shoes or gets repaired and drinks alcohol. One is also a consumer who gets building work done, goes to doctor, lawyers or any professional operates bank account and safe deposit value, hires architect and surveyors goes to cinema and theatre and involves in any kind of transaction.⁶

2) **Dictionary Meaning:** This word has always been defined in a specific sense. For instance, The Longman Dictionary of English Language⁷ defines consumer as “one who purchases goods or services”. The Oxford Advanced Learners Dictionary⁸ also defines consumer as “a person who buys goods or uses services.” According to the Collins English Dictionary⁹ a consumer is a “person who purchases goods and services for his own personal needs”. Whereas the Random House Dictionary¹⁰ defines the consumer as “a person or an organization that uses a commodity or service.” Similarly according to the Oxford English Dictionary¹¹ a consumer is “one who purchases goods or pays for services.”

3) Statutory Definitions:

Consumer Protection Act 1986 “consumer”¹² means any person who,

- i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or

⁵ Rajib Bhattacharya, An Analysis on the Various Aspects of Consumer Protection in India, 7, International Journal of Research (IJR), Vol-1, Issue-6, ISSN 2348-6848, July 2014, Available at: <https://www.glocaluniversity.edu.in/files/econtent/elaw/LOB.pdf>, (visited on: 17th November, 2024).

⁶ Rajendra Kumar Nayak, *Consumer Protection Law in India*, (An eco- Legal Treatise on Consumer Justice), (N.M. Tripathi Pvt Ltd. Bombay, 1st edn. 1991)

⁷ Gurjeet Singh, *The Law of Consumer Protection in India*, (Deep & Deep Publications, New Delhi 1996); See also the Laxman Dictionary of English Language (1991), New Ed., Essex, Longman group U.K Ltd.

⁸ *Ibid*: See also The Oxford Advanced Learners Dictionary of Current English (1989), Fifth edn, Oxford University Press.

⁹ *Id*.: See also the Collins English Dictionary (1991) 3rd edn..

¹⁰ *Id*.: See also the Random House Dictionary of the English Language (1987) 2nd edn. New York.

¹¹ *Id*.: See also Oxford Dictionary, 1989.

¹² The Consumer Protection Act, 1986 (Act 68 of 1986), s. 2(d).

- under any system of deferred payment when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or
- ii) hires or avails of] any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who [hires or avails of] the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person [but does not include a person who avails of such services for any commercial purpose].

[Explanation.—For the purposes of this clause, “commercial purpose” does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment;]

Consumer Protection Act, 2019“Consumer”¹³ means any person who—

(i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

(ii) hires or avails of any service for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such service other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person, but does not include a person who avails of such service for any commercial purpose.

Explanation. —For the purposes of this clause, —

- (a) the expression "commercial purpose" does not include use by a person of goods bought and used by him exclusively for the purpose of earning his livelihood, by means of self-employment; (b) the expressions "buys any goods" and "hires or avails any services" includes offline or online transactions through electronic means or by teleshopping or direct selling or multi-level marketing.

¹³ The Consumer Protection Act, 2019 (Act 35 of 2019), s. 2(7).

3. MEANING AND CONCEPT OF E-COMMERCE

- 1) **Ordinary Meaning:** E-commerce, short for electronic commerce, refers to the buying and selling of goods and services over the internet. This includes transactions conducted on websites, mobile apps, and even through social media platforms. Simply put, e-commerce allows you to purchase products or services without needing to visit a physical store. From digital products like music and eBooks to tangible items like clothing and electronics, ecommerce encompasses all kinds of sales made online. Electronic commerce is a term for any type of business, or commercial transaction that involves the transfer of information across the internet. It allows consumers to electronically exchange goods and services with no barriers and distance.¹⁴
- 2) **Dictionary Meaning Of E-Commerce:** Commercial transactions conducted electronically on the internet.¹⁵ Business that is transacted by transferring data electronically, especially over the internet.¹⁶ Black's Law Dictionary defines Electronic Commerce as "business conducted without the exchange of paper based documents through the use of electronic and/or online devices. It includes activities such as procurement, order entry, transaction processing, payment, authentication and, inventory control, order fulfilment, and customer support. The general public participates in ecommerce, almost unknowingly these days. E-commerce devices include computers, telephones, fax machines, barcode readers, credit cards, automated teller machines (ATM) or other electronic appliances, whether or not using the internet."¹⁷
- 3) **Statutory Meaning Of E-Commerce:** Section 2(16) of the consumer Protection Act 2019, define E-Commerce as: "buying or selling of goods of services including digital products over digital or electronic network"¹⁸
- 4) **The WTO Work Programme on Electronic Commerce by General Council defined**-"electronic commerce" to mean "the production, distribution, marketing, sale or delivery of goods and services by electronic means". The Committee further stated that a commercial transaction can be divided into three main stages: the advertising and searching stage, the ordering and payment stage and the delivery stage. Any or all of these may be carried out electronically and may therefore be covered by the concept of "electronic commerce".¹⁹

¹⁴ Vishalcnlu An Article on Consumer Protection the in age of e-commerce, ISBN no. 978-81-928510- 1-3, Available at: <https://www.legalserviceindia.com>, (Visited on 19th November 2024).

¹⁵ The Oxford Advanced Learners Dictionary of Current English (1998), revised edn.2003 Oxford University Press.

¹⁶ The Collins English Dictionary Available at: www.dictionary.com/browse/e-commerce, Visited on 21st November 2024.

¹⁷ Available at: <http://www.thelawdictionary.org/electronic-commerce-e-commerce/>, Visited on 1st November 2024.

¹⁸ The Consumer Protection Act, 2019 (Act 35 of 2019), s. 2(16).

¹⁹ Available at: <https://www.iisd.org/system/files/publications/e-commerce-world-trade-organization-.pdf>, Visited on 24th November 2024.

- 5) **The Organization for Economic Co-operation and Development (OECD), while addressing the Economic and Social Impact of Electronic Commerce in 1999 provides that–** “In order to explore and estimate the socio-economic impacts of electronic commerce, it is essential to define electronic commerce. As with many new services, this is not a simple matter, as definitions given by various sources differ significantly. Some include all financial and commercial transactions that take place electronically, including electronic data interchange (EDI), electronic funds transfers (EFT), and all credit/ debit card activity. Others limit electronic commerce to retail sales to consumers for which the transaction and payment take place on open networks like the Internet. The first type refers to forms of electronic commerce that have existed for decades and result in trillions of dollars worth of activity every day. The second type has existed for about three years and is barely measurable.”²⁰

The Model Law on Electronic Commerce (MLEC) was adopted by United Nations Commission on International Trade Law (UNCITRAL) in 1999, to enable and facilitate commerce conducted using electronic means by providing national legislators with a set of internationally acceptable rules aimed at removing legal obstacles and increasing legal predictability for electronic commerce. The fundamental principles of non-discrimination, technological neutrality and functional equivalence adopted by the Model Law makes it widely regarded as the founding elements of modern electronic commerce law. Based on the UNCITRAL Model law, the Indian Information Technology Act, 2000, provides legal recognition to transactions carried out by electronic means. The Act refers electronic commerce to transactions carried out by means of electronic data interchange and other means of electronic communication, which involve the use of alternatives to paper-based methods of communication and storage of information.²¹

4. Models of E-Commerce²²

E-commerce applications, in particular, can be formally subdivided into the following groups, based on the nature of the buyer-seller relationship.

1. Business-to-Business (B2B):

- Usual system to carry the business.
- Business activities carried among businesses.
- Widespread in online portals as well.

Relationship-based E-commerce refers to online transactions involving two or more businesses. Some are India-mart, Alibaba, and Amazon.com, Inc.

²⁰ *Ibid*

²¹ *Ibid*

²² Jyoti Rattan, *Cyber Laws and Information Technology*, 107-110(Bharat Law House Pvt. Ltd. 2nd edn.2011).

2. Business-to-Consumer (B2C):

Interaction between companies and end users. In this model, the business will offer its wares or services straight to the end user. Shoppers can check out their websites to view products, images, and customer reviews. After that, orders can be placed by the netizens and sellers carry and forward the products right to their doorstep. Common examples include shopping on sites like Amazon and Flipkart and Jabong and utilising services like Netflix at home and paying using a credit card.

3. Business-to-Government(B2G):

Business-to-government E-commerce is the transaction of goods and services between private businesses and public departments and specifically to the use of the Internet in public procurement, licencing procedure, and other governmental operations. Taxes, reporting, and sales of products and services to government departments are all examples.

4. Consumer-to-Business (C2B):

Typically, there isn't a lot of consistency in the consumer-to-business paradigm. The assumption here is that businesses are purchasing goods and services from individuals who are not affiliated with the company. It's the business-to-consumer equivalent of B2C. Therefore, the customer renders a service or product to the firm. Take, for instance, a freelance IT professional who attempts to market his product to a business by giving demonstrations of it.

5. Consumer-to-Consumer(C2C):

It is business conducted solely between private parties, whether they are producers or customers. Direct interaction between customers, who are also consumers. There isn't any company engaged. It facilitates the private sale of individuals' possessions to a third party with an interest in purchasing them for instance, eBay, OLX, and Quikr.

6. Consumer-to –Government (C2G):

A consumer-to-administration (C2A) E-commerce paradigm facilitates communication between customers and government agencies, letting citizens provide comments on and seek answers to questions about public services. When you use the government's website to do things like pay your power bill, buy health insurance, pay your taxes, etc.

7. Government-to- Business (G2B):

In a government-to-business (G2B) E-commerce paradigm, the government is the exclusive source of data and services for private companies. In this system, data is disseminated across numerous governmental portals. The business organisation will use the data to apply for licences, permits, and other requirements related to launching a new enterprise. A company can submit the necessary paperwork either digitally or physically by downloading the necessary forms. Example: on logging <https://www.haryana.gov.in>, all relevant Data regarding state shall be available with a click.

8. Government-to-Consumer (G2C):

Paying taxes, registering automobiles, registering for birth, marriage, or death certificates, and other such E-commerce operations between the government and its people or consumers.

9. Government-to-Government (G2G):

To share data among different departments or agencies of governments via electronic mode between as “government to government” (G2G). The purpose is to facilitate e-government efforts through enhanced collaboration and information flow.

10. M-Commerce:

“Mobile Commerce,” is the exchange of products and services via mobile devices such as smart phones and tablets connected to wireless networks. Mobile commerce is widely regarded as the next step in the evolution of e-Commerce because it provides customers with the same convenient access to online shopping regardless of their physical location. However, there is much more to mobile commerce than that. In reality, M-Commerce either directly resulted in the creation of new sectors and services or indirectly facilitated their development.

For Example: Ticketing, Mobile Banking and money transfers, contactless payments and in-app purchases, digital content purchases, location-based services, and mobile marketing tools like coupons and loyalty cards are just a few examples of such advances.

5. RIGHTS OF CONSUMERS' IN ERA OF E-COMMERCE

5.1 Rights of Consumer

The Act also mandates the establishment of Consumer Protection Councils at the central, state, and local levels in order to promote and safeguard consumer rights. In an effort to empower them, six basic rights have been proposed for consumers. The rights of consumers are as follows:

(a) Safety Rights (Right to Safety)

The prerogative to be shielded from marketing products and services which are particularly relevant in sectors like healthcare, food processing, and pharmaceuticals is outlined in the ACT. This right extends to any industry where a consumer's health or well-being may be seriously impacted, including travel, domestic appliances, housing, cars, and so on. Medical malpractice lawsuits in India are nearly usually the result of an infringement of this right. Estimated thousands, if not millions, of Indian residents are murdered or gravely injured annually as a result of dishonest business activities by medical facilities, physicians, pharmacies, and car industry.

(b) Informational Right (Right to Information)

As per Consumer Protection Act, this consumer right is described as the right to information about the standard, price, effectiveness, purity, quantity, and quality of goods or services, as applicable, for the purpose of safeguarding them from unfair trading practices.²³

(c) Freedom of Choice (Right to Choose)

As per the ACT, this entitlement is the guarantee, to the extent feasible, of having ability to reach a wide range of products and services at reasonable costs. A market's best regulator is always competition.

(d) Entitled to Hear (Right to be Heard)

According to the Act, "the right to be heard and to be assured that consumer's interests will receive due consideration at appropriate forums" constitutes the right to be heard. With the help of this privilege, Indian customers may now freely voice their grievances and worries about goods and businesses, ensuring that their problems are resolved quickly and effectively.

(e) Right to Redressal

According to the Act, the right to redressal encompasses the following: fair commercial practices, restrictive trade practices, and dishonestly exploiting consumers. About this right, the Indian government has had a little bit more success. Consumer Courts such as District Consumer Dispute Redressal forums at the district level. The Act established the National Consumer Redressal Commission and the State Consumer

²³ Consumer Protection Act, 2019, s. 2(9)

Dispute Redressal Commission. For the purpose of handling consumer issues involving customers and businesses, each of these consumer grievance redressal institutions has fiduciary and geographic jurisdictions.

(f) Right to Consumer Education

The final right granted by the Act is the right for every Indian citizen to receive education about issues pertaining to consumer protection and their own rights. This right just guarantees Indian consumers' access to educational resources and initiatives that help them make wiser purchase decisions. Consumer education can take the form of official instruction via curricula in schools and colleges as well as consumer awareness initiatives managed by NGOs and the government. The difficult job of guaranteeing this consumer across the nation is mainly carried out by consumer NGOs, with scant assistance from the Indian government.

5.2 Issues emerged during the Course of E-Commerce Transactions

There are two stages of the consumer-business relationship in which consumer protection issue in E-commerce can be identified, viz.

- Pre-Purchase
- Post Purchase

5.2.1 Pre-Purchase Issues

The pre purchase issues are those that can be experienced either at exploring the product, site or at time of buying. Apparently it is also not necessary that a consumer has to be victim of that experience.

Language Barriers and Cultural Diversity As per a report,²⁴ it has been revealed that almost 900 million people across the world have become online shoppers, which has eventually raised the arena of the Ecommerce world and E-commerce has turned into international or cross-border momentum. As per sec 2(9)(ii) the consumer needs to be get informed by the seller about the quality, measurement, standard, durability, reliability, authenticity and purity of products and facilities as it will prevent unfair practices against the consumer. Language issues are the barriers that either creates miscommunication or a communication gap for the consumer, which eventually leads to misinformation about product or services. Misinformation or lack of information to the consumer is a violation of the basic consumer right i.e. “right to be informed”.²⁵

²⁴ Available at: <https://www.Overcoming the language & cultural barrier in e-commerce business | Talk Business>, Visited on 20th November 2024.

²⁵ The Constitution of India, 1950, Art. 19 (1).

i) **Asymmetrical Information**

During the course of purchasing, the buyer has an indefeasible right:

(i) Right to Information²⁶

(ii) Right to Awareness²⁷

If incomplete or inadequate information is provided by the seller or manufacturer, when he himself knows more information than provided to the consumer, then it is called information asymmetry. The advent of the E-commerce industry has made asymmetrical information more prevalent and it has been growing at a faster pace than the E-commerce industry is growing. Asymmetrical Information can be in relation to the quality, consumer might have not understood the product, or service or whether it's working and functioning, unclear terms of contact or website policies.

ii) **Quality Issues**

Customers who shop online, in particular, depend on accurate information and content because it can be reflected in the product or service. In an online sale, only information can be helpful; in an offline transaction, there is always a "touch and feel" option to learn more about the products. Since it is impossible to introduce the buyer's true features in a virtual transaction, it is imperative that he be informed of the specs at the very least.

iii) **Misleading advertisements²⁸**

“Misleading advertisement” connotes an advertisement, which provides an inaccurate description of the product or service;

- Makes an untrue promise regarding the essence, content, measure or weight,
- Standard of commodity or facility.
- It can be a representation made either expressly or impliedly by either of them (Manufacturer/Seller/Service Provider), that would account for UTP. (Unfair Trade Practice).
- Knowingly withholds material details.

²⁶ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2(9)(ii).

²⁷ The Consumer Protection Act, 2019(Act No. 35 of 2019) s.2 (9) (vi).

²⁸ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2(28).

iv) Trust and confidence

The relevant factor that helps in determining its success rate is trust and confidence among the consumer. When a consumer buys online, he has various concerns like safety, reliability, reliability of payment modes, privacy issues, and safety and security of personal information. If elements of Trust and Confidence are not considered to create to establish E-commerce that can jeopardise the stability. Though it is believed that online shopping is different from conventional kind of shopping, it is a task to understand the factors that help in attaining the trust and confidence of customers. The concept of trust and confidence is multi-dimensional, therefore less viable for researchers to analyze an accurate conclusion. Some findings match the conventional findings, but some are in conflict with it. A recent study²⁹ shows that trust and confidence are the major factors that are necessary for E-commerce. In this contemporary world, E-commerce is one of significantly grown business that has certainly become the topic of research. As it has overtaken traditional mode of business yet there are still some lacunae about the consumers' perception towards Ecommerce. As it is known that E-commerce has features like impersonality, programmed, creates indirect relations that entails space for fraud and other illegal activities.³⁰ E-commerce has tendency of entailing various risks, but the most importantly the consumer seeks to receive exact what he has ordered and anticipated to receive. The trust and confidence³¹ in E-commerce is built on two factors (i) right product; and (ii) no financial risks.

5.2.2 Post-Purchase Issues

In the parlance of E-commerce, the buyer faces major issues at time or after the time of shopping that has a proneness to infringe or violate the basic rights of consumers; some of the issues are:

i) Online Payment Security

Online mobile payment systems present challenges for the consumer are a security risk when making payments online. The most common issues that arise during online payment are delays in receiving payments by merchants, irreversible payments, late confirmations, and payment blockage between banks, payment gateways, or the company to which payment was made without the consumer knowing where the payment has been detained. The online payment services have an internet-based user interface that aids the consumers to link, manage and access their bank accounts and carry out monetary transactions with a click.³² . As per a

²⁹ Madhumithe Ravindran, "Issues of Trust and Distrust In E-commerce" Indian Journal of Corporate Law and Policy, available at: <https://ijclp.com/issues-of-trust-and-distrust-in-ecommerce/> (Visited on 20 November, 2024).

³⁰ M.M Head, Y. Yuan & N. Archer, "Building Trust in E-commerce: A Theoretical Framework", 1, *Proceedings of The Second World Congress on The Management of Electronic Commerce* 20, 20- 35 (2001).

³¹ S.M. Forsythe, B. Shi "Consumer Patronage And Risk Perceptions In Internet Shopping" *Journal of Business Research* 56:, 867-875 (2003).

³² A N Hidayanto, L S Hidayat, P I Sandhyaduhita & P W Handayani "Examining The Relationship of Payment System Characteristics and Behavioural Intention In E-Payment Adoption: A Case of Indonesia" 58-86. *International Journal of Business Information Systems* 2015.

report³³; online payments have enhanced the cyber security threat and has become a growing concern among the majority of the consumer.

ii) Defective Goods and Deficiency of Services

Defect³⁴ means in relation to goods³⁵ and products³⁶: i) Any fault, imperfection or shortcoming; ii) In terms of a necessary level of quality, efficacy, purity, or other norm. iii) By law or under law or contract (expressed/implied).

Deficiency³⁷ means in relation to services; inadequacy. Therefore; it can be,

Not perfect, having flaws, faulty, insufficient.

In the nature, manner, and quality of performance, required to be maintained by or under any law or in pursuance of a contract or otherwise.

iii) Cancellation, Return and Refund Issues

In online contracts or dealings, it is quite normal that the consumer does not receive the exact product he has ordered, there may be variations in what he has ordered and what he has received. It becomes the right of the consumer to cancel the product of non-satisfaction. Though cancellation is not as easy as it is in conventional shopping, the reason being in traditional shopping consumer has not paid the consideration. Once consideration is paid, it becomes difficult to return. In the Same way when an order is delivered in an online course it becomes a hassle to create a request for cancellation. Sometimes there is no back-end team to resolve consumer issues to cancel the product or no link is available to cancel. If somehow, it is managed to get it cancelled, another issue arises of return and then refund. The issue of return has concerns with logistics, there is a need of coordination among seller, buyer and logistics so that article cancelled should be picked up on time. Lack of coordination in any of them, creates chaos and the article remains unpicked.

iv) Unfair contract terms

An unfair contract³⁸ includes the terms; Which can bring significant change in consumers' rights; Demands excessive security or deposit from consumers for the fulfillment of a contractual obligation; Imposing penalties on consumers is too excessive than the loss caused by consumers; Denial to accept early

³³ Pandemic Alters Spending Habits in APAC, Drives Rapid Shift to emerging Payment Technologies”, available at: <https://www.mastercard.com/news/ap/en/newsroom/press-releases/en/2021/may/pandemic-alters-spending-habits-in-apac-drives-rapid-shift-to-emerging-payment-technologies/>. (Visited on 25 November, 2024).

³⁴ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2(10).

³⁵ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2 (21).

³⁶ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2(33).

³⁷ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2(10).

³⁸ The Consumer Protection Act, 2019(Act No. 35 of 2019) s. 2 (46).

repayments of debts/loans; Terminates the contract unilaterally, without justification and reasonable cause; Charging consumers unreasonably.

6. CONCLUSION

In the age of technology, protecting the interests of customers is crucial. Easy access to pertinent legislation that can handle any difficulties originating from electronic transactions and an informed customer are essential components for guaranteeing proper online consumer protection. People need to be independent in defending their own interests. Adequate product information is vital for e-consumers as it enables them to comprehend the advantages and risks associated with a specific transaction. By being aware of such information, consumers can avoid subsequent disappointments and prevent potential disputes. Moreover, consumers often encounter legally binding terms and conditions that they may need to comprehend fully. Because of this ignorance, consumers are at a disadvantage. Merchant dishonesty can make matters worse, especially when it comes to giving false information about cancellation and return policies and the window of opportunity for taking such measures. It should be made clear prior to the transaction being completed if there is no cancellation, return, or refund option. Successful regulation and enforcement are crucial in enhancing the online consumer experience and protecting individuals from any harm caused by exploitative practices in E-Commerce.

The Consumer Protection Act 2019 has been formulated to accommodate a diverse range of consumers, encompassing those who engage in online transactions, teleshopping, or traditional offline purchases. The Act has integrated appropriate measures to mitigate the prevalence of misleading advertising. Moreover, the legislation has duly acknowledged the demands of online consumers by instituting a more expeditious dispute resolution process, along with an inventive mechanism for resolving conflicts through mediation.