



**DISSERTATION ON**  
**Analysing the Impact of Tort Law on Consumer Protection in the**  
**Context**  
**of E-Commerce Transactions in Bangladesh**

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## CONSENT FORM

The dissertation titled: Analysing the Impact of Tort Law on Consumer Protection in the Context of E-Commerce Transactions in Bangladesh by Tahmina Jannat Zhinuk, ID: 2019-1-66-025, submitted to Ali Mashraf, Lecturer, Department of Law, East West University for the fulfilment of the requirements of Course LAW406 (Supervised Dissertation) for LL.B. (Hons.) degree offered by the Department of Law, East West University is approved for submission

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Signature of the Supervisor

Date:

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## DECLARATION

I, Tahmina Jannat Zhinuk, hereby declare and authenticate that the thesis paper that I have presented here is original, that I have worked on it by myself, and that it does not include any instances of plagiarism from any source or from the perspective of any other person. My undergraduate studies will be brought to a successful conclusion with the completion of this thesis research project.

## LIST OF ABBREVIATIONS

CRP	Consumers' Rights Protection
SG	Sale of Goods
CAB	Consumer Association of Bangladesh
DCRP	Directorate of Consumer's Right Protection
ICT	Information and Communication Technology
EC	Essential Commodities
EA	Essential Articles
CEC	Control of Essential Commodities
DNCRP	National Consumer Right Protection
CCMS	Central Complaint Management System
UN	United Nation
UNCTAD	United Nations Conference on Trade and Development
WTO	World Trade Organization
UNGCP	United Nations Guideline for Consumer Protection
OECD	Organization for Economic Cooperation and Development
DC	District Commission
PECR	Privacy and Electronic Communications and Regulations
FTC	Federal Trade Commission
UK	United Kingdom
USA	United State of America
EU	European Union

## ABSTRACT:

The goal of this study is to identify consumers' legal rights, as well as how Bangladesh's current laws address issues of consumer protection in relation to e-commerce transactions and the efficacy of the current remedies made available by those laws for resolving consumer complaints. The purpose of this thesis paper is to define the rights of electronic consumers in Bangladesh under existing law and evaluate the degree of compliance with the UN Guidelines on Consumer Protection (UNGCP). It is based on a quantitative content analysis study. This thesis demonstrated how several nations—including India, the UK, and the USA—are defending the rights of consumers who purchase products online. Additionally, it identified certain areas where their rights needed improvement and offered some suggestions.

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# **Analysing the Impact of Tort Law on Consumer Protection in the Context of E-Commerce Transactions in Bangladesh**

## **Chapter 1: Introduction**

### **1.1 Introduction:**

Consumers in Bangladesh are one the most important groups in e-commerce and they face many problems in transactions in their day-to-day life. They have many rights legally and right of consumer protection is the basic right of them. The protection of the right of consumers in e-commerce is, therefore, a critical issue for Bangladesh, requiring a comprehensive legal framework that is effective in practice and tort law can be the most effective provider of the right consumer protection in e-commerce in Bangladesh.

This thesis paper aims to answer the question of How does the current tort law in Bangladesh address consumer protection concerns in the context of E-commerce transaction? How effective are the existing remedies provided by tort law in addressing consumer grievances arising from e-commerce transactions in Bangladesh? By providing a critical analysis of the current legal framework, identifying gaps and challenges, and proposing recommendations for improvement this thesis aim to contribute to the protection and promotion of the right to consumer protection in e-commerce transactions in Bangladesh.

### **1.2 Research Question:**

I would analyse the following question and continue my dissertation on the following topic:

- a. How does the current tort law in Bangladesh address consumer protection concerns in the context of E-commerce transactions?
- b. How effective are the existing remedies provided by tort law in addressing consumer grievances arising from e-commerce transactions in Bangladesh?

### **1.3 Research Methodology:**

This thesis will be conducted with assistance from the information of the secondary sources. Such as legislation, books, journal articles, newspapers, etc. The thesis will use these secondary sources

to find information about laws and other important things. The information found will be used to write the thesis paper. The paper will be about the impact of tort law on consumer protection in the context of e-commerce transactions in Bangladesh. Secondary sources will be the main way to find and use information for the paper. The footnotes and bibliography have been referred to in the OSCOLA referencing system.

#### **1.4 Aim of the Thesis**

The aim of this thesis is to establish a thorough study of the tort law in Bangladesh that protects the right of consumer protection in the context of e-commerce in Bangladesh. The aim is to look at and examine the law, and policies that are already in place to protect consumer's protection right in e-commerce transactions. The aim of the thesis is to evaluate how well current tort laws protect consumer rights and to address any potential gaps or changes that are required in the legal system to increase protections for customers in transactions conducted via the Internet. By analysing and criticizing the existing tort law of Bangladesh and other important international tort laws, this research hopes to find ways to improve the legal protection of consumers in the context of e-commerce in Bangladesh.

#### **1.5 Structure of the Thesis:**

This thesis, there contains 5 chapters including the first chapter which is written about the Introduction, thesis question, methodology, aim of the thesis, limitation of the thesis, structure of the thesis, and literature review. In the second chapter, I have discussed the tort law on consumer protection in the context of e-commerce transactions in Bangladesh. In the third chapter, I have discussed consumer protection in e-commerce according to the international context and the policies they make among individual countries. In chapter four I have compared the policies for consumer protection in Bangladesh from an international perspective and the current situation of consumer protection in Bangladesh. I have concluded my thesis with chapter five where I have mentioned the findings and recommendations.

## 1.6 Literature Review:

To continue my dissertation, I have gone through some journals and articles, and I have found two related articles from two different journals regarding my thesis paper. The first one is “Online Shopping and Consumer Rights Protection within Bangladesh: A Review of Current Laws and Regulations”<sup>1</sup> by Professor Nazia Wahab and the second one is “An Analysis of Consumer Protection in E-commerce Transaction in Bangladesh: Challenges and Legal Remedies”<sup>2</sup> by Shiffat Sharmin and Ainun Jariah. The discussion in the first article is based on the existing laws that protect consumer rights and some loopholes in these existing laws. Here prof. Nazia Wahab mentioned only what rights are in the current laws for consumers. But how these laws provide consumer protection and how effective the laws are in the field of e-commerce is not said which is my research question. The study explores the Consumer Protection Act, of 2009, The Sale of Goods Act, of 1930, and some other laws regarding consumer protection rights. This study suggests that more needs to be done to protect consumer rights, especially in the context of e-commerce transactions in Bangladesh. In the second article, Shiffat Sharmin and Ainun Jariah discussed the importance of e-commerce transactions. What challenges are faced by consumers in electronic transactions and the effectiveness of tort laws like the Consumer Protection Act, 2009, The Sale of Goods Act, 1930, and The ICT Act, 2006 in providing a remedy to consumer’s grievances are also discussed in this article. But there was no discussion that how current tort law addresses consumer protection in the context of e-commerce in Bangladesh.

In both two articles, I have found some gaps where in the first article there no discussion about the effectiveness of the laws in was providing a remedy to consumer grievances arising from e-commerce transactions in Bangladesh, and in the second article, the writers discussed only the challenges faced by e-consumers and what can be the remedies to consumer’s grievances.

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<sup>1</sup> Prof. Nazia Wahab, ‘ONLINE SHOPPING AND CONSUMER RIGHTS PROTECTION WITHIN BANGLADESH :A REVIEW OF CURRENT LAWS AND REGULATIONS’[2020] Journal of A Creative Connect International Publication [https://www.researchgate.net/publication/344247931\\_Online\\_Shopping\\_and\\_Consumer\\_Rights\\_Protection\\_within\\_Bangladesh\\_A\\_Review\\_of\\_Current\\_Laws\\_and\\_Regulations](https://www.researchgate.net/publication/344247931_Online_Shopping_and_Consumer_Rights_Protection_within_Bangladesh_A_Review_of_Current_Laws_and_Regulations)> accessed 14 July, 2023

<sup>2</sup> Shiffat Sharmin, Ainun Jariah, ‘An Analysis of Consumer Protection in E-commerce Transaction in Bangladesh :Challenges and Legal Remedies’[2023] Journal of Humanities And Social Science < <https://www.iosrjournals.org/iosr-jhss/papers/Vol.28-Issue3/Ser-5/D2803052735.pdf> >accessed 15 July, 2023

### **1.7 Limitations of the Thesis:**

Throughout the journey of this thesis, the sources of data and documentation related to the impact of tort law on consumer protection in the context of e-commerce transactions in Bangladesh have been limited. Despite of numerous publications on the protection of consumer rights, there remains a lack of research and literature related to the protection of e-consumer's rights. This thesis may be limited in its research scope and depth due to the limited number of sources available for guidance.

## Chapter 2: Tort Law to Protection of Consumer's Rights in Electronic Commerce Transactions in Bangladesh

### 2.1 Introduction:

Tort law in Bangladesh is the body of law that regulates civil wrongs or injuries that causes damage to a person's property or reputation. It includes a variety of behaviours like carelessness, libel, trespassing, and more. Common law precepts and regional regulations have a significant influence on Bangladesh tort law. The goal of the law is to give victims relief and deter wrongdoing in society. To understand and apply tort law, Bangladesh's legal system looks to prior cases and court rulings. Even though the legal environment for tort law is not sufficient yet but its legal system trying hard to give protection by ensuring the rights of citizens of Bangladesh.

### 2.2 Revolution of E-commerce transactions in Bangladesh:

The people of Bangladesh are aware of electronic transactions through different types of sources, including social media (such as Facebook, Twitter, Instagram), websites, newspapers/magazines, and so on.<sup>3</sup> Alibaba a Chinese company, is currently the market leader in Bangladesh e-commerce business. Bangladesh is also appealing to Amazon, the world's largest e-commerce giant. With the acquisition of Daraz, Alibaba has already entered the Bangladeshi e-commerce market. Alibaba Group purchased Daraz Group, one of Bangladesh's biggest e-commerce enterprises, in 2018. In June 2020, a project of Daraz said that by 2021, it will invest \$59 million in Bangladesh to improve its e-commerce logistics infrastructure, including its warehouse and sorting facility.<sup>4</sup>

### 2.3 Concept of E-commerce in Bangladesh:

E-commerce, which is short for "electronic commerce," mostly refers to business transactions completed using digital and electronic platforms. The E-commerce industry saw good progress between 2000 and 2008.<sup>5</sup> When Bangladesh bank allowed online payment in 2009, the actual electronic commerce appeared and officially launched.<sup>6</sup> The exchange of products and services

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<sup>3</sup> Mohammad Toufiqur Rahman, 'Customers Attitude towards Online Shopping: The Case of Bangladesh' (July, 2017) World Journal of Social Science, Vol.6. No.2 <[https://www.researchgate.net/publication/335828277\\_Customers'\\_Attitude\\_towards\\_Online\\_Shopping\\_The\\_Case\\_of\\_Bangladesh](https://www.researchgate.net/publication/335828277_Customers'_Attitude_towards_Online_Shopping_The_Case_of_Bangladesh)> Accessed on 17 July, 2023

<sup>4</sup> Md Sawed Sameh, 'The Emergence of E-commerce in Bangladesh and Its Growth' New Age (Dhaka, 23 August 2020) <<https://www.researchgate.net/publication/354997107>> Accessed on 17 July, 2023

<sup>5</sup> Md. Shafiqul Islam, "E-Commerce in Bangladesh- Growth and Challenges" (March, 2018) IOSR Journal of Business and Management (IOSR-JBM), Volume 20, Issue 3. Ver. 5 <<http://www.iosrjournals.org/iosr-jibm/papers/Vol20-issue3/Version-5/B2003051015.pdf>> accessed on 17 June, 2023

<sup>6</sup> Bangladesh e-Commerce sector, e-Commerce in Bangladesh <<http://e-cab.net/resource-center/bangladesh-e-commerce-sector/>> accessed on 17 June, 2023

through online platforms, as well as the movement of funds and data necessary to carry out these transactions, fall within this price category. As with about 5.1 billion people using the internet worldwide, internet usage is growing quickly so more and more individuals are making transactions online.<sup>7</sup> E-commerce was once used to describe the online selling of tangible goods, but it is now used to describe any kind of business deal made possible by the Internet.<sup>8</sup>

## **2.4 The existing Rights of the E-Commerce Consumers and Protection of E-commerce Consumers under CRP Act, 2009 in Bangladesh:**

E-commerce consumers are considered as consumers and a large part of the consumers are e-commerce consumers and the law is actually designed to protect the rights of the consumers so that consumers are not deprived.<sup>9</sup> The rights of the consumers are stated in article 15 and 18 of the People's Republic of Bangladesh Constitution which covers the field of citizens' general rights<sup>10</sup>. It established the rights of the consumers so that the other laws discuss the protection of consumers rights. Other laws are working on the protection of the rights of the consumers.<sup>11</sup>

The Consumer Rights Protection Act of 2009 was enacted to address consumer issues and prevent anti-consumer rights behaviours, and address other issues related to consumers rights.<sup>12</sup> Here, the “complaint” is defined as any consumer, one or more consumers with a common interest, any consumer association registered under any Act, the National Consumers' Right Protection Council, or any officer authorized to file a complaint on its behalf, the government or any government officer authorized by the government in this behalf, the concerned wholesaler and retailer, according to the CRP Act, 2009.<sup>13</sup> The Act defines the term “complaint” broadly. Any moveable commercial commodities that the buyer purchases or agrees to buy from any seller in exchange for money or price are referred to as “goods.”<sup>14</sup>

“Anti-consumer right practice “is defined under the Act. While delivering or selling any goods, to sell or deliver less quantity of goods than the promised amount by the length measuring gauge ; to make or manufacture any fake products or medicine ; to sell or offer to sell goods or medicine that have passed their expiration date ; or to engage in any activity that may threaten the consumers' life or security and is forbidden by any Act or rule.<sup>15</sup>

The offences that are punishable under this law:

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<sup>7</sup> Bernhardt. (2022) Global E-commerce Sales Growth Report for 2021-2026. Shopify blog. <https://www.shopify.com/blog/global-e-commerce-sales-growth-report-2021-2026>

<sup>8</sup> Blumenthal, A.(2022). E-commerce Defined: Types, History, and Example. Investopedia. <https://www.investopedia.com/terms/e/e-commerce.asp>

<sup>9</sup> Anika Mardiha Chowdhury, ‘Analysis of the Consumer Rights Protection Act, 2009’ (Jural Acuity, 28 December 2021) <<https://juralacuity.com/analysis-of-the-consumer-rights-protection-act-2009/>> accessed on 18 July 2023

<sup>10</sup> Constitution of Bangladesh, article 15 and 18

<sup>11</sup> Anika Mardiha Chowdhury, ‘Analysis of the Consumer Rights Protection Act, 2009’ (Jural Acuity, 28 December 2021) <<https://juralacuity.com/analysis-of-the-consumer-rights-protection-act-2009/>> accessed on 18 July, 2023

<sup>12</sup> Ibid, section 2(9)

<sup>13</sup> The Consumers' Right Protection Act 2009, section 2(3)

<sup>14</sup> Ibid, section 2(11)

<sup>15</sup> Ibid, section 2(15)

Not using any cover of goods etc.<sup>16</sup>, not showing price list<sup>17</sup>, not preserving and displaying price list of services<sup>18</sup>, selling goods, medicine, or service at a higher price than the fixed price<sup>19</sup>, selling adulterated goods or medicine<sup>20</sup>, mixing prohibited materials in foodstuff<sup>21</sup>, manufacturing or processing goods in illegal process<sup>22</sup>, deceiving buyers by false advertisement<sup>23</sup>, not selling or delivering properly any goods or service promised<sup>24</sup>, deceiving in weight<sup>25</sup>, deceiving in weight stone or weight measuring instrument<sup>26</sup>, deceiving in measurement<sup>27</sup>, deceiving in measuring gauge or anything used for measuring length<sup>28</sup>, making or manufacturing fake goods<sup>29</sup>, selling any date expired goods or medicine<sup>30</sup>, doing any act detrimental to life or security of service receiver<sup>31</sup>, damaging money, health, or life, etc. of service<sup>32</sup>, a receiver by negligence, etc.<sup>33</sup>, falling false or vexatious cases<sup>34</sup>, receiving offenses.<sup>35</sup>

Offenses under this Act are tried by Magistrate of the First Class or a Metropolitan Magistrate, and they can also be tried in a summary trial. Sometimes, the Act also provide for civil remedies. Any consumer who has their rights violated may bring a civil lawsuit in any competent civil court, requesting damages not to exceed five times the amount assessed for the damage, if the damage can be measured in terms of money and the court may grant any amount of compensation as long as it doesn't exceed five times the amount actually awarded, or as the court deems appropriate in light of all the available information<sup>36</sup>. The court may also order the defendant to return the defective items and refund the buyer's money or to replace the defective goods with suitable replacements<sup>37</sup>. Here, within 90 days after the court's ruling, parties have the opportunity to file an appeal to the High Court Division<sup>38</sup>.

For selling contaminated goods or medication, mixing forbidden elements in foodstuff, and creating or manufacturing false goods, the maximum punishment under this Act is three years' imprisonment or a fine of not more than 2(two) lacs taka, or both.

It is the matter of sorrow that the CRP Act, 2009 does not mention any medium or mode of transaction or any remedy for irregularities taken place because of those newly introduced modes

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<sup>16</sup> Ibid, section 37

<sup>17</sup> Ibid, section 38

<sup>18</sup> Ibid, section 39

<sup>19</sup> Ibid, section 40

<sup>20</sup> Ibid, section 41

<sup>21</sup> Ibid, section 42

<sup>22</sup> Ibid, section 43

<sup>23</sup> Ibid, section 44

<sup>24</sup> Ibid, section 45

<sup>25</sup> Ibid, section 46

<sup>26</sup> Ibid, section 47

<sup>27</sup> Ibid, section 48

<sup>28</sup> Ibid, section 49

<sup>29</sup> Ibid, section 50

<sup>30</sup> Ibid, section 51

<sup>31</sup> Ibid, section 52

<sup>32</sup> Ibid, section 53

<sup>33</sup> Ibid, section 54

<sup>34</sup> Ibid, section 55

<sup>35</sup> Ibid, section 56

<sup>36</sup> Ibid, section 66

<sup>37</sup> Ibid, section 67

<sup>38</sup> Ibid, section 68

of transaction like e-commerce. So, the rights of the consumers using e-commerce platform are not being completely protected because of this.

## **2.5 E-consumer Rights and Other Status and regulations:**

There are some other laws, rules and regulations apart from the CRP Act, 2009. Though they are not protecting e-consumers right exclusively but some of the relevant provisions of those laws are currently in use to protect e-commerce consumer rights. From them The Sale of Goods Act, 1930, Control of EC Act, 1956, The essential Articles (price control and Anti-Hoarding) Act, 1953, The Contract Act, 1872, Penal Code, 1860, Special Powers Act, 1974, Information and Communication Technology Act, 2006 are notable.

### **2.5.1 The Sale of Goods Act, 1930:**

This Act clarifies various terminology in the defining clause and also explain how a contract of sale is formed.<sup>39</sup> The Act gives buyers some rights.<sup>40</sup> It provides that when a buyer is given things he has not seen before, he is not deemed to have accepted them until he has had a reasonable opportunity to examine them to see if they are in compliance with the contract. The remedies for breach of contract to sale are mentioned in chapter VI. The right to litigate for price<sup>41</sup>, damage and non-acceptance<sup>42</sup> are all rights that the seller has. Specific performance<sup>43</sup> is one of the remedies available under the Specific Relief Act of 1877. Under this Act, both parties have legitimate claim<sup>44</sup>.

If any customer buys something through electronic transaction and get deceived and if the deception goes under this Act, then e-commerce consumers can take action under SG Act, 1930 and can get justice. It is important to mentioned that the breach must fall under this SG Act or else it is not possible to deal with the dispute under the Act.

### **2.5.2 Control of Essential Commodities Act, 1956:**

This Act gives the government the authority to regulate the production, supply, and distribution of critical commodities<sup>45</sup>. As we have seen that there is no law in Bangladesh that can help to protect the rights of the e-consumers, but if they get deceived and the deception goes under this CEC Act, 1956 then e-consumers can take action against the offender under this Act.

### **2.5.3 The Contract Act, 1872:**

Here, the Act defined the term “agreement” and “Contract”. The Act also talks about how contracts are formed.<sup>46</sup> The Act compensates people who have suffered losses or damages as a result of a

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<sup>39</sup> The Sale of Goods Act, 1930, section 5(1)(2)

<sup>40</sup> Ibid, section 43

<sup>41</sup> Ibid, section 55

<sup>42</sup> Ibid, section 56

<sup>43</sup> Ibid, section 58

<sup>44</sup> Ibid, section 60

<sup>45</sup> Control of Essential Commodities Act 1956, section 3

<sup>46</sup> The Contract Act, 1872 Chapter I



breach of contract.<sup>47</sup> When a party has the right to terminate a contract, the Act assures that they get compensated<sup>48</sup>.

#### **2.5.4 The Penal Code, 1860:**

The offenses relating weights and measuring are mentioned in sections 264-267 of the Penal Code, 1860. It is said that whoever deceitfully employs any weighting instrument that he knows to be wrong will be punished with either with imprisonment of any sort duration up to one year, or a fine, or both<sup>49</sup>. This Code also makes it illegal to use a fraudulent trade mark or property mark.

#### **2.5.5 Special Powers Act, 1974:**

The Act defines many terms like “black market”<sup>50</sup> and “hoarding”<sup>51</sup>. Hoarding or dealing with black market<sup>52</sup>, smuggling, adulteration<sup>53</sup> or the selling of adulterated food, drink, pharmaceuticals, or cosmetics all are serious offenses under this Act.

#### **2.5.6 Information and Communication Technology Act, 2006:**

This Act clarified the main idea of “Information and Communication Technology”. It was enacted to prevent cybercrimes and regulates e-commerce<sup>54</sup>. According to the Act, a person who falsifies and obscures information to trick a customer on an electronic platform and disregards confidentiality and privacy shall be punished with imprisonment for a term not exceeding 2 (two) years or with a fine that may reach 2 (two) lac taka, or with both<sup>55</sup>.

#### **2.5.7 Digital Commerce Operational Guidelines, 2021:**

For the purpose of covering consumer protection aspects, on 4<sup>th</sup> July of 2021, the ministry of Commerce has published guidelines which is known as “ Digital Commerce Operational Guidelines”<sup>56</sup>. This “Digital Commerce Operational Guidelines 2021” is formulated as per section 3.3.6 of the National Digital Commerce Policy 2020 (Revised).<sup>57</sup>

Here Ministry of Commerce mentioned about restricted products in the marketplace<sup>58</sup>, Data privacy and protection<sup>59</sup>, Conditions related to delivery<sup>60</sup>, complaints procedure<sup>61</sup>, refund policy<sup>62</sup> and some other things. According to these guidelines, the appropriate app or platform should prominently state the phone number, email address, or other means via which any complaints may

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<sup>47</sup> Ibid, Chapter IV

<sup>48</sup> Ibid, section 75

<sup>49</sup> The Penal Code 1860, section 264

<sup>50</sup> Special Powers Act 1974, section 2(b)

<sup>51</sup> Ibid, section 2(1)

<sup>52</sup> Ibid, section 25

<sup>53</sup> Ibid, section 25(B)

<sup>54</sup> Tahmidur Rahman, ‘Online Law/Internet Law in Bangladesh |ICT Act offences |Cyber Law’ COUNSELS Law Partners < <https://tahmidurrahman.com/cyber-law-of-bangladesh-internet-law-web-ict-act-rules-regulations-punishment-and-rights-in-bangladesh/#:~:text=In%20Bangladesh%2C%20the%20ICT%20Act.computer%20technology%20or%20cyber%20crime.> > accessed on 22 July, 2023

<sup>55</sup> ICT Act 2006, section 62 & 63

<sup>56</sup> Tajriyaan Akram Hossain, “Ministry of Commerce Issues Detailed Guideline On E-Commerce Business” (Mahbub & Company, 11 Jan 2022) < <https://mahbub-law.com/ministry-of-commerce-issues-detailed-guidelines-on-e-commerce-business/> > accessed on 21 July, 2023

<sup>57</sup> Digital Commerce Operational Guidelines, 2021

<sup>58</sup> Digital Commerce Operational Guidelines, 2021, section 3.1

<sup>59</sup> Ibid, section 3.2

<sup>60</sup> Ibid, section 3.3

<sup>61</sup> Ibid, section 3.4

<sup>62</sup> Ibid, section 3.5

be made, and the market must maintain a system in place to receive complaints. For this, a compliance officer who works with the Department of Consumer Rights must be assigned to each and every DCB. Any resolution to the issue should be conveyed to the clients via phone, email, or SMS within 72 hours of receiving a complaint, and a record of the complaint should be restrained. Here also mentioned that within 48 hours after receiving the order, the seller is required to notify the buyer via a variety of communication channels if unforeseen circumstances make it impossible to supply the desired product. If the issue cannot be remedied within 72 hours, a full refund is due and if a delivery is delayed and an advance payment was made, a refund using the original payment method must be given within 10 days.

## **2.6 Organizations That Working for Protection of Consumer Rights in E-commerce Transactions:**

A non-governmental, non-political and voluntary organization, Consumers Association of Bangladesh (CAB) established in February, 1978<sup>63</sup>. As a social organization to defend consumers from commodities adulteration and false price increases, the CAB began. Later on, it has expanded its mission to include the establishment and protection of consumers' rights and interest in social, economic, health and environmental issues. There is another national consumer protection agency in Bangladesh which is known as the Directorate of Consumers Right Protection(DCRP)<sup>64</sup>. As a result of the Act, another organization, The National Consumer Right Protection Council was formed also<sup>65</sup>. But general people do not know about these two institutions that much, even if they have involved with online transactions. Because the Organizations mentioned before are not always engaged in their duty.

## **2.7The Function of Regulatory Authorities:**

A long decade ago E-transactions were started in Bangladesh. Since then there were some shortage in regulatory system. In recent times some incidents have changed the image of e- marketplace and transactions. When the customers have been cheated by any e-commerce platform, they started to complain against them to the regulators under the ministry of commerce responsible for dealing with the issues related to e-commerce. Mainly the Directorate of National Consumer Right Protection (DNCRP) regulate the e-commerce sector in Bangladesh. DNCRP monitors the issues and any kind of matters consumer face in e-transactions.<sup>66</sup> If there arise any violation of consumers right in online transaction like fraud, defective product, non-delivery and the authority get information of this kind of violation then the authority do some inspections, investigation and try

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<sup>63</sup> Consumers Association of Bangladesh, < <https://consumerbd.org/> > accessed on 22 July, 2023

<sup>64</sup> The Consumers' Right Protection Act 2009, section 18

<sup>65</sup> Ibid, section 5

<sup>66</sup> 'Move to Regulate e-commerce' The Financial Express < <https://thefinancialexpress.com.bd/editorial/move-to-regulate-e-commerce-1632500806> > accessed on 21 July, 2023  
(Dhaka, 24 September, 2021)

to resolve the unfair practice. CAB working on it. But as it is a private authority so it cannot take any complaint itself which is problematic. Again, as we before mentioned that general people do not know about this regulatory authority, that's why it found quite difficult to protect the rights of consumers in case of violation of e-transaction. However, recently the Commerce ministry launched Central Complaint Management System (CCMS) which will act as a bridge between the consumers, regulators and the e-commerce stakeholders.<sup>67</sup> But still its unfamiliar from almost everybody and no action took by this regulatory body.

## **2.8 Conclusion:**

From the above discussion, it is seen that although there are some laws for the protection of customers' rights, they do not address customer's rights in the context of e-commerce transactions clearly. But in recent years, Bangladesh has enacted a digital commerce policy and operational guidelines that may help protect consumer rights. However, following these guidelines is necessary for the best outcome. Without proper implication, it is not possible to protect consumer rights in e-commerce transactions in Bangladesh. And here, regulatory authorities should be active if there is any violation of consumers' rights on an online platform.

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<sup>67</sup> The Daily Star, 'New Platform to thwart fraud in e-commerce' Star Business Report , Published on February 20, 2023 < <https://www.thedailystar.net/business/economy/e-commerce/news/new-platform-thwart-fraud-ecommerce-3252376>> accessed on 22 July,2023

## Chapter 3: Customer Protection in E-commerce Transactions in International Context

### 3.1 Introduction:

Consumer protection laws are designed to protect the financial interests of consumers, give them the freedom to make an informed decision and grant them remedy in the event of a problem. Legislation can contain regulatory instruments that define a duty of disclosure, a complete ban on deceptive and aggressive tactics, a ban on unjust contract conditions in particular kinds of contracts, and more. Online settings remain applicable in a similar way. It is crucial to protect customers in the quickly developing world of international e-commerce. Concerns around consumer rights, dispute resolution, and legal jurisdictions multiply as transactions cross borders. Most nations have a system of laws governing the protection of customers, and the majority have expanded the action to include Internet transactions. In this Chapter, I'll discuss the international laws that address consumer protection concerns in the context of e-commerce transactions and the effectiveness of the existing remedies provided by those laws in addressing consumer grievances arising from e-commerce transactions.

### 3.2 International legal perspective in Consumer Protection in E-commerce:

Protecting consumers is now a top priority for everyone in the quickly changing e-commerce market, and it has taken on major significance from a legal standpoint on a global scale. As internet transactions cross international borders, cooperation between nations and regulatory authorities is necessary to protect consumer rights and safety. However, different nations and international organisations are trying to preserve consumer rights in their own jurisdictions.

#### 3.2.1 International Organizations and Obligations for Protecting Consumer Rights:

The UN introduced a conference named United Nations Conference on Trade and Development (UNCTAD) with a view to promote interests developing states in world trade. And international agreements and regulations pertaining to consumer protection in e-commerce include the **World Trade Organization's (WTO)** Agreement on Technical Barriers to Trade and the **United Nations Guideline for Consumer Protection (UNGCP)**. These guidelines were adopted by the UN General Assembly in 1985 and updated in 1999 and 2015.<sup>68</sup> The most recent revision (24 March 2016) of the rules by, the **Organization for Economic Cooperation and Development (OECD)**, a special forum, to create norms for public policy that will support long-term economic progress and where governments from 37 democracies with market economics work together, took

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<sup>68</sup> <https://oecd.org/going-digital/topics/digital-consumers/> (link as of 3/6/19)

into account e-commerce<sup>69</sup>, notably with regard to consumer privacy protection and treating online and offline customers equally. Transparency<sup>70</sup> and disclosure<sup>71</sup>, customer privacy and data security<sup>72</sup>, safe payment methods<sup>73</sup>, and dispute resolution<sup>74</sup> and restitution are among the subjects covered. The goal is to provide a minimal level of consumer protection in each jurisdiction, not to eliminate regulatory diversity per se.

### 3.2.2 United Nations Guideline for Consumer Protection Regarding Electronic Commerce:

UNGCP described that member States should continue to create transparent and effective consumer protection policies, offering a degree comparable to that provided in other forms of e-commerce also<sup>75</sup>. Where needed, member States should evaluate current consumer protection policies to suit the unique characteristics of electronic commerce and ensure that consumers and business are informed and aware of their rights and responsibilities in digital marketplace<sup>76</sup>. Member States may want to consider the Organization for Economic Cooperation and Development's Guidelines for Consumer Protection in the Context of e-commerce when doing so<sup>77</sup>. Apart from this, different countries have made various laws according their own needs, for consumer's right protection.

### 3.2.3 India's Customer Protection in E-commerce:

In India, the protection of the rights of the consumers is administered by the Consumer Protection Act, 2019 which was introduced to replace the Consumer Protection Act, 1986<sup>78</sup>. Here, all matters like the consumer protection council, the central consumer protection authority, the consumer redressal commission, mediation, offences and penalties, and miscellaneous are described in this Act. As e-commerce transactions are very common now, the Indian government enacted the Consumer Protection (E-commerce) Rules, 2020, in 2020. Section 2 of this Act describes the scope and applicability of the Act. This Act gives definitions<sup>79</sup> and talks about duties of e-commerce entities<sup>80</sup>, liabilities of marketplace e-commerce entities<sup>81</sup>, duties of sellers on marketplaces<sup>82</sup>, duties and liabilities of inventory e-commerce entities<sup>83</sup>, and contraventions<sup>84</sup> of rules. According to the **Consumer Protection (E-commerce) Rules 2020**, if anyone violates the provisions of these

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<sup>69</sup> The Organization for Economic Cooperation and Development (OECD), U. S DEPARTMENT of STATE < <https://www.state.gov/the-organization-for-economic-co-operation-and-development-oecd/> > accessed on 23 July, 2023

<sup>70</sup> Article 1 of United Nations Guideline for Consumer Protection(UNGCP), 2016

<sup>71</sup> Ibid, Article 25

<sup>72</sup> Ibid, Article 27

<sup>73</sup> Ibid, Article 40

<sup>74</sup> Ibid, Article 45

<sup>75</sup> United Nations Guidelines for Consumer Protection 2016, c v (1) (64)

<sup>76</sup> Ibid, c v (1) (64)

<sup>77</sup> Ibid, c v (1) (65)

<sup>78</sup> Abanti Bose, 'Consumer Protection Act, 2019'[2022] Journal of LawSikho < <https://blog.ipleaders.in/consumer-protection-act-2019-2/> >Accessed on 26 July, 2023

<sup>79</sup> Consumer Protection (E-commerce) Rules 2020, section 3

<sup>80</sup> Ibid, section 4

<sup>81</sup> Ibid, section 5

<sup>82</sup> Ibid, section 6

<sup>83</sup> Ibid, section 7

<sup>84</sup> Ibid, section 8

rules, then the person or entities will be punished under the provisions of the Consumer Protection Act, 2019. In this case, the District Commission have the jurisdiction to resolve the dispute in violation of e-consumers right where the value of goods or service paid as consideration does not exceed 1(one) crore rupees<sup>85</sup>. For unfair practice, the DC shall issue an order to remedy the defect identified by the relevant laboratory in the goods in question, to substitute new goods of such as kind and quality, to refund the purchase price to the complainant, or to compensate the consumer for any loss or damage resulting from the negligence of the other party, as the case may be<sup>86</sup>. The area of consumers right in India is so much broad that the Supreme court of India legalized unregistered or unsigned contract made through an email (*Trimax International FZE Vs Vedanta Aluminium Limited.*)

### 3.2.4 United Kingdom's Customer Protection in E-commerce:

In today's world, almost every transaction is an e-transaction in the United Kingdom. In 2015, to protect consumer's rights, the UK government enacted the Consumer Rights Act. This Act describes every small goods contract, like what goods contracts are covered, what statutory rights are there under a goods contract, remedies if statutory rights under a goods contract are not met, and other rules about remedies under goods contracts<sup>87</sup>. Chapter 3 deals with digital content and consumer rights. If there is any violation of consumer rights in the e-commerce sector, then a person can claim damages, seek to recover money where the consideration of payment has failed, seek specific performance or an order for a specific implement, or rely on the breach against a claim by the trader for the price<sup>88</sup>. Additionally, consumers have the right to request that the items be repaired or replaced, and the seller is required to do so within a reasonable amount of time and at their expense<sup>89</sup>. Besides, the consumer has the right to a price reduction, which, in some circumstances, may equal the entire cost of the goods<sup>90</sup>. Furthermore, the consumer is entitled to a full refund of all payments made by the consumer, and the refund must be given within 14 days, starting on the day the trader acknowledges the consumer's entitlement to one<sup>91</sup>.

In the United Kingdom, electronic signatures have long been accepted as being legitimate legally. For instance, it was determined that an email exchange between an employer and employee qualified as "writing" and that the printed name at the top of the email, along with a signed first name, was sufficient as a signature where a contract required that any variation be in writing and signed by the parties.

The Act clearly grants customers the right to have defective digital content, such as online films and games, music downloads, and e-books, repaired or replaced. However, this right had

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<sup>85</sup> Consumer Protection Act 2019, section 34

<sup>86</sup> Ibid, section 39

<sup>87</sup> Consumer Rights Act 2015, Chapter 2

<sup>88</sup> Ibid, section 42(7)

<sup>89</sup> Consumer Rights Act 2015, section 43

<sup>90</sup> Ibid, section 44

<sup>91</sup> Ibid, section 45

previously been ambiguous, and this modification has brought us up to date with how digital products have developed<sup>92</sup>. Even in UK, e- signature have been recognising as valid one.

### **3.2.5 United States' Consumer Protection in E-commerce transaction:**

To safeguard consumers in e-commerce transactions, the United States has many laws. **The Federal Trade Commission Act,1914** which forbids unfair or misleading practices<sup>93</sup>, is one of the most important. The commission may file a civil lawsuit for remedies against any person or corporation that engages in unfair or deceptive business practises in any court or United States district court with jurisdiction<sup>94</sup>. Such relief may consist of contract cancellation or reformation, the return of property or money paid, the payment of damages, and public disclosure of the unfair practises, but not exemplary or punitive damages<sup>95</sup>.

While the Consumer Review Fairness Act forbids "gag clauses" in customer evaluations, the Electronic Signatures in Global and National Commerce Act verifies electronic signatures. The effectiveness of the existing remedies provided by those laws, rules, and regulations mentioned above is quite enough. For example: In the United States, The FTC was responsible for defending consumers in e-commerce transactions, and the organization has looked into several new kinds of misleading pricing practices online. A similar investigation was conducted into Amazon after it acquired Whole Foods, and in 2017 the Competition Bureau of Canada penalized Amazon Canada \$1 million for creating deceptive pricing comparisons<sup>96</sup>.

### **3.3 Challenges of International Laws for protecting consumer protection in e-transaction:**

From the above discussion, it is clear that there are numerous international laws, rules, and regulations for protecting consumer rights in e-commerce and their implications are also quite satisfactory. But for addressing consumer grievances there are some challenges that remain. First of all, in Jurisdictional issues international laws face some complexities considering that international parties are frequently involved in e-commerce transactions. Due to different legal systems and enforcement methods, it can occasionally be challenging. International consumer protection rules are inconsistent, which leads to inconsistent ways of resolving complaints. The current international rules also must contend with issues including virtual issues, inadequate legal recourse, adaptability, and more. Therefore, it can be observed that while current solutions have

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<sup>92</sup> Citizens Advice, 'The Consumer Rights Act 2015' < <https://www.citizensadvice.org.uk/about-us/our-work/citizens-advice-consumer-work/the-consumer-rights-act-2015/> > accessed on 28 July, 2023

<sup>93</sup> Section 5 of The Federal Trade Commission Act,1914

<sup>94</sup> Federal Trade Commission Act 1914, section 19[15 U.S.C. 57b] (a)(1)

<sup>95</sup> Ibid, section 19[15 U.S.C. 57b] (b)

<sup>96</sup> OECD Guidelines for consumer protection in the Context of Electronic Commerce (1999),< <https://www.oecd.org/sti/conseumer/oecdguidlinesforconseumerprotectioninthecontextofelectroniccommerce1999.htm> > accessed on 29 July, 2023

offered some level of consumer protection in e-commerce transactions, they also confront considerable difficulties in dealing with the complexity of this digital world.

### **3.4 Conclusion:**

Protecting the rights of consumers in e-commerce is not easy-going step. From this chapter, we can see that OECD made some guidelines to protect consumer rights in e-commerce transactions, and also the different countries are making different types of rules and regulations to protect the rights of consumers. We can guarantee a safer and more dependable online transactions atmosphere for customers all around the global community by promoting international cooperation and adjusting to changing technologies. However, it is more important to make those laws enforceable otherwise they will be useless and the purpose to protect consumer rights will be unserved.



## Chapter 4: Current Scenario of E-consumers Rights in Bangladesh and Its Comparison

### 4.1 Introduction:

As we already know that our country begins the journey of e-commerce without any legal framework<sup>97</sup>. Though Bangladesh has introduced consumer rights under the Consumer Right Protection Act, 2009 but it is matter of sorrow that Bangladesh still do not ensure any specific rights for the customers of e-commerce transactions<sup>98</sup>. The current scenario of the e-commerce transaction is very unsatisfactory in our country<sup>99</sup>. Most e-commerce businesses have been shut down indefinitely; some have escaped, and the rest have been run without any regulations, for which it has become a very unsafe place now<sup>100</sup>.

### 4.2 Recent situation of Bangladesh in E-commerce:

The CRP Act, 2009 is there to protect consumers' rights when tort laws, like those that apply to traditional businesses, apply to online transactions. They address topics like product liability, fraud, and carelessness. A corporation could face legal repercussions if it negligently causes a data breach that affects customers or if it negligently distributes a defective product that causes harm to a customer. Besides, violation of consumer rights may cause the violation of fundamental rights like right to life. For example, In the case of Mohiuddin Farooque v. Government of Bangladesh (radioactive milk case), the petitioner requested the importation of radioactive and adulterated skim milk. The High Court Division first considered whether marketing and selling the contaminated milk violated the right to life and determined that the contaminated imported milk powder posed a threat to the public's health in violation of the government's duty to improve public health under Article 18. So, if there is any Violation of consumer rights which violates the fundamental right of that consumer then he can file a writ petition also.

However, in Bangladesh a lot of suits of violation of contract for the trading of products have been formed in the factor of online platform business. Consumer starts to get compensation for violation of tort law. Again, despite the fact that the DNCRP punished Daraz Bangladesh, Shohoz, Pathao, Foodpanda, Chaldal, and many other online platforms for failing to deliver products as promised and misleading customers through deceptive advertising, Evaly, E-orange, and Dhamaka did not

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<sup>97</sup> Dr. Sayeda Anju, 'E-Business in Bangladesh: Need for Legal Framework' The Daily Star < <https://www.thedailystar.net/law-our-rights/law-watch/news/e-business-bangladesh-the-need-legal-framework-2134561> > accessed on 3 August 2023 ( 20 July, 2021)

<sup>98</sup> Ibid

<sup>99</sup> Sunera Saba Khan, 'E-commerce in Bangladesh: Where we headed?' The Financial Express < <https://thefinancialexpress.com.bd/views/views/e-commerce-in-bangladesh-where-are-we-headed-1578666791> > accessed on 6 August, 2023 (Dhaka, 10 January 2020)

<sup>100</sup> Dr. Sayeda Anju, 'E-Business in Bangladesh: Need for Legal Framework' The Daily Star < <https://www.thedailystar.net/law-our-rights/law-watch/news/e-business-bangladesh-the-need-legal-framework-2134561> > accessed on 3 August 2023 ( 20 July, 2021)

receive a penalty<sup>101</sup>. The owners and senior executives of Evaly, E-orange, and Dhamaka were imprisoned in relation to fraud and money laundering proceedings, but they were eventually let freed up. The Director General of the DNCRP, Bablu Kumar Shaha, responded that consumers ordered products in huge quantities when questioned why the three enterprises were not penalised. And also states that the DNCRP has limitations to impose punishment.

In Bangladesh, consumer rights are now covered under the Digital Commerce Operational Guidelines, 2021, which stipulate that products must be delivered to delivery agents within 48 hours of payment. Another example of a rule addressing purchaser rights in the context of electronic commerce. The product must be delivered within five days of receiving full payment; if the consumer lives outside the city, it must be delivered within ten days before an insurance policy can be issued<sup>102</sup>. Third-party liability and vicarious liability are not particularly covered in depth in either these guidelines or the CRP Act. These ideas are often more closely related to tort law and are not specifically addressed by consumer protection laws. But one can file civil suit under other tort law and can get remedy. For instance, in the Tareque Masud case, the family of Tareque Masud received 4.61 crores in compensation from the bus driver, insurer, and three bus drivers after filing a lawsuit for his death in a traffic accident under the Motor Vehicle Ordinance, 1983<sup>103</sup>. It may be able to partially address customer rights if this third-party liability theory is applied to consumer protection. Besides, if we look into Daraz policy, they do not take any liability whether it is third party liability or vicarious liability which is important for redress consumer grievances.

### **4.3 Current scenario of other countries about E-consumer Rights Protection:**

We are already aware of India's implementation of the Consumer Protection Rules, 2020, a new law addressing the protection of customers in online transactions. By offering regulated cash-on-delivery options, it really upholds consumer rights. Additionally, it is a preferred method of payments for purchases made online. Acquiring a consumer's confidence requires providing accurate website information and efficient customer care<sup>104</sup>. The process of conducting business online has been improved.

Their government has appropriately regulated the transaction system. A multi-functional transaction mechanism that controls the payment method has been introduced. Three days after the products are delivered, the payment is made. Thus, they adequately protect the consumer's

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<sup>101</sup> Shukanta Halder, '17 e-commerce firms fined' The Daily Star < <https://www.thedailystar.net/business/economy/e-commerce/news/17-e-commerce-firms-fined-2199981> > accessed on 7 August, 2023 (Dhaka, 17 October 2021)

<sup>102</sup> Saimul Azim, 'The Digital Commerce Operation Guideline 2021 could address many of the woes of the e-commerce sector' The Business Standard < <https://www.tbnews.net/thoughts/digital-commerce-operation-guideline-2021-could-address-many-woes-e-commerce-sector-624006?amp=>> > accessed on 9 August, 2023 (30 April, 2023)

<sup>103</sup> Staff Correspondent, 'pay Tareque Masud's family Tk 4.61 cr' The Daily Star < <https://www.thedailystar.net/frontpage/landmark-verdict-road-crash-death-1499737> > accessed on 12 August ( 4 December, 2017)

<sup>104</sup> Chawla N. & Kumar B., 'E-Commerce and Consumer Protection in India: The Emerging Trend' (2021) < <https://link.springer.com/article/10.1007/s10551-021-04884-3> > Accessed on 11 August, 2023

safety. In a word, India has correctly upheld and protected consumer rights in the digital sphere. Therefore, e-commerce is growing in popularity in India.

In contrast to the UK, they take the protection of customers' online rights quite seriously. The civil remedies that a customer can get has been already mentioned in chapter 3 (3.2.4). The security of consumers in the digital realm is covered by a number of rules and regulations that have been introduced. A number of obligations are placed on commercial website operators by the E-Commerce Regulations 2002, one of which is to provide users with specific information about the operator and the services it offers<sup>105</sup>. It is simple for them to offer safety to the users of the internet platform if a complaint has been lodged with them because they have a powerful regulatory body<sup>106</sup>. The best component of their system is this. In the UK, consumers may have a claim against a third party if their rights are violated by that party's acts or products. Additionally, if an employee violates consumer rights while acting for their company, the employer could also be held vicariously accountable for the employee's acts.

Similarly, the United State of America also has various laws, rules, and regulations that are very clear and have provisions for almost every situation. In terms of consumer rights, their legal system also recognises the concepts of third-party liability and vicarious liability. The specifics of each case's facts and circumstances, nevertheless, will determine this. Their regulatory authority is also very strong. So they can conduct their duty to protect consumer rights easily.

#### **4.4 Conclusion:**

Comparing Bangladesh to countries like India, the UK, or the USA in terms of consumer rights on digital platforms is not a good idea. Long ago, they made advances in this area. The rights of customers must be protected, nevertheless, as many of our neighbours already do. India, which is next to us, has had great success in ensuring online consumer safety. They are protecting customers in every manner possible and preserving their rights. However, despite living next door to them, we are powerless to protect the rights of users of similar a digital platform.

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<sup>105</sup> Giles C. & Deller w., 'Digital Business in the UK (England and Wales): Overview' TRPL < [https://ukpracticallaw.thomsonreuters.com/7-618-4909?transitionType=Default&contextData=\(sc.Default\)&firstPage=true](https://ukpracticallaw.thomsonreuters.com/7-618-4909?transitionType=Default&contextData=(sc.Default)&firstPage=true) > accessed on 15 August, 2023

<sup>106</sup> Ibid

## **Chapter 5: Findings, Recommendations and Conclusion**

### **5.1 Introduction:**

The main goal of this study was to investigate the regulations and procedures that are already in place to safeguard consumers' rights in e-commerce transactions and to ascertain if tort laws in Bangladesh guarantee the right of protection for customers in the context of that industry via an analysis of legislations, publications, and journals. This is the main focus of the study.

### **5.2 Findings of the Study:**

Through an analysis of laws, publications, and journals, the primary objective of this study was to determine whether tort laws in Bangladesh ensure the right of security of consumers in the context of that industry. It also sought to investigate the laws and processes that are currently in place to protect consumers' rights in e-commerce transactions. It is found out that:

- I. Tort law in Bangladesh addresses consumer rights protection in a typical way. They do not address consumer rights in e-commerce transactions directly.
- II. Customers' rights are protected by the Consumer Rights Protection Act
- III. Consumer Rights Protection Act has some restrictions.
- IV. Consumer can file a writ petition.
- V. There are fewer opportunities to inspect the products, and the mode of transaction is new on that platform.
- VI. Bangladesh taking legal actions to protect consumer rights in e-commerce but it is not adequate.
- VII. There is a specific cell (CCMS) of the Directorate of National Consumer Rights Protection to monitor the operations of e-commerce businesses.
- VIII. DNCRP is working offline to protect the rights of customers, it is not doing as much as it should to protect the rights of e-consumers.
- IX. Consumers are also not much aware about the regulatory authorities. So, it is also difficult for DNCRP to address what rights of consumers are being violated in e-commerce transactions.

- X. DNCRP has the limitation in imposing penalties.
- XI. The rights of all types of consumers are guaranteed under articles 15 and 18 of the Constitution. The Bangladeshi constitution guarantees the safety of all consumers, but none of the country's current regulations adequately safeguard those who shop online.
- XII. Consumer rights would not be effectively secured because they are only partially protected by the law.
- XIII. To safeguard consumer rights, Bangladesh successfully passed the Consumer Rights Protection Act, 2009, but it is regrettable that Section 2(20) of the Act mentions "anti-consumer right practise," and that it is impossible to tell when purchasing on an e-commerce site whether the platform is engaging in such activity or no.
- XIV. Bangladesh has Digital Commerce Operational Guidelines 2021
- XV. There is a gap between the law and its efficient application, which makes it difficult to protect the rights of e-commerce consumers.
- XVI. The lack of awareness among e-consumers and regulatory authorities is one of the barriers to protecting consumer rights in e-commerce transactions in Bangladesh.
- XVII. The CRP Act does not address third party liability and vicarious liability in consumer rights protection.
- XVIII. These findings show the strength and weakness of the legal system for protecting consumer rights in e-commerce transactions of Bangladesh.

### **5.3 Recommendations:**

Based on foregoing conversations, I proposed the following recommendations for protecting consumer rights in e-commerce transactions in Bangladesh:

- I. Amend the CRP Act and to include a provision for "Modes of transaction" in the CRP Act, 2009, along with remedies for atypical behaviours occurring on e-commerce platforms.
- II. To stop fraud in the virtual sphere and defend customers' rights in this area, it is required to change contradictory laws and policies that protect consumer rights on the internet platform.

- III. Creating a more active regulatory body or authority to regulate the online platform for protecting consumer rights and run full training programme for law enforcement bodies so that they can do their duty perfectly.
- IV. To increase the jurisdiction of DNCRP for imposing large number of penalties.
- V. Trying to interact with e-consumers, understand their problems, and take measures according to them for solutions. This will help policymakers to make decisions based on facts and help consumers in specific ways.
- VI. Undertaking extensive public awareness programme and educating customers about safety of them in the e-commerce platform so that they do not get deceived easily.
- VII. Digital Commerce Operational Guidelines, 2020 require continuous changes to keep up with fast evolving technology and industry trends.
- VIII. Including provisions or principles like third party liability or vicarious liability from other laws to ensure consumer protection.
- IX. Working with international organizations, learn from successful methods and best practices for protecting the rights of the consumer around the world and adapt them to the situation in Bangladesh.

These recommendations are meant to fix the problems and gap in Bangladesh's law system that make it hard to protect consumer's rights. Implementing these steps will help to build a stronger and more effective law system that protects and promotes the rights and well-being of consumers.

#### **5.4 Conclusion:**

Consumer right is consumer's fundamental right whether its online or offline as it is recognised by our constitution of Bangladesh. But in the study, we have seen that people have high chance to deceive in e-commerce transactions. Existing tort law and other statutory laws partially protect consumer's rights in offline but it failed to protect the rights of e-commerce consumers properly. Though we have Digital Commerce Operational Guidelines, 2021 but we have not any specific statutory law regarding e-commerce transaction which can protect consumer rights. Besides, these guidelines somehow dependent one to CRP Act, 2009. So, it can easily be said that our recent tort law in Bangladesh does not address consumer protection in e-commerce transaction specifically. The author has suggested some recommendations which may help to secure consumer rights properly. Additionally, in our country there is lack specific regulatory body who can monitor e-commerce sites. Moreover, for more effectively of existing laws, implementation of laws need to be more strong which can redress consumer grievances arising from e-commerce transaction in Bangladesh. Last but not the least, awareness among consumers about their rights is most important thing for protecting the rights of consumers in e-commerce transaction in Bangladesh.

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