LEGAL LOCK JOURNAL 2583-0384

VOLUME 3 || ISSUE 4

2024

This Article is brought to you for "free" and "open access" by the Legal Lock Journal. It has been accepted for inclusion in the Journal after due review.

To submit your Manuscript for Publication at Legal Lock Journal, kindly email your Manuscript at legallockjournal@gmail.com.

THE EVOLUTION OF E-COMMERCE AND THE LEGAL PROTECTION FOR CONSUMERS IN INDIA

Udhayanidhi.R1 & Shanmathy.J2

INTRODUCTION

Customers now have a strong tool for finding and buying goods and services thanks to the Internet. Benefits have included more options for products and services, more competition leading to cheaper costs, and the ease of purchasing goods and services from suppliers all over the world at any time or place. Our economy has grown quickly as we have transitioned from the Industrial to the Information Ages and then to the New Digital World. The global economy is being significantly impacted by both the emerging "digital economy" and globalization. The new paradigm of electronic commerce has been driven by the rapid advancement of information and communication technology. Businesses worldwide have either developed or are in the process of developing the online shopping front ends for their offline operations. Consequently, e-commerce is becoming a necessary component of daily living. For most people these days, especially in urban areas, having access to e-commerce platforms is a need rather than a luxury. Almost every area of our life is now facilitated by alternative e-commerce channels, which have replaced traditional retail platforms. These range from online breakage to regular household goods purchases. In the US, mail order and catalogue purchasing have been around since 1980. This was the forerunner to commerce, which emerged in India after the year 2000¹.

There are currently about 3 billion internet users worldwide². There are 259.14 million internet and broadband users in India as a whole³. Due to the country's enormous internet user base, e-commerce titans are drawn to India to grow their companies and services. Thus, it is now necessary to preserve consumer rights in this era of information technology.

Hillary Clinton, "Instead of gutting consumer protection, we should be expanding it." As e-commerce grows, there is a greater need than ever for increased consumer protection. India's consumer and business landscapes have drastically changed since the invention of technology.

Numerous legal and consumer concerns have arisen as a result of the growth in e-commerce.

¹The author is a student at The Tamilnadu Dr.Ambedkar Law University (School Of Excellence in Law) Chennai, Tamil Nadu.

²The cp author is a student at The Tamilnadu Dr.Ambedkar Law University (School Of Excellence in Law) Chennai, Tamil Nadu.

Since consumers are the primary actors in the commercial world, they are the ones that generate the demand for items that the supply chain relies on. India's liberalization policies and new technology have an effect on the financial sector.

STUDY BACKGROUND

While e-commerce and electronic transactions have become prevalent worldwide, it is notable that Indian consumers still exhibit hesitancy in fully trusting commercial online transactions. Unlike traditional offline consumers, those engaging in online transactions encounter heightened risks in the virtual realm as they interact with unfamiliar vendors and suppliers. Common issues associated with e-commerce include concerns regarding data privacy and security, product quality, unpredictable delivery timelines, limited or nonexistent options for product replacement, challenges related to filing complaints across jurisdictions, and complex terms and conditions. The concept of the "country of origin" holds significant importance in e-commerce, particularly in transactions involving goods crossing international borders. The inadequacies of existing consumer protection laws, such as the Consumer Protection Act of 1986, have contributed to a sense of insecurity and distrust among online consumers. The emphasis on digital payments, driven by the Government of India's demonetization policy in 2016, has underscored the need for enhanced online transaction security and consumer protection in e-commerce. Consequently, the enactment of the Consumer Protection Act of 2019, replacing its predecessor from 1986, and the introduction of the Consumer Protection (E-commerce) Rules of 2020 on July 7, 2020, aimed to address the challenges posed by e-commerce. However, it is evident that in order to attract further investment and effectively engage with the global market, India, as an emerging economy, must instil confidence in e-consumers. This paper centres on the concept of consumer protection, taking into account both the pre-existing legislative framework and the recent amendments to the law that acknowledge the evolving landscape of consumer rights in response to advancements in e-commerce

E COMMERCE

The internet's history and the history of e-commerce are intertwined. When students at Stanford University used the ARPANET, the forerunner to the internet, to buy and sell marijuana in 1971, it was the first known case of e-commerce. However, this early experiment was short-lived, since the institution quickly ended it The first internet business transaction wasn't completed until 1979. In this transaction, friends used the online shopping site NetMarket to sell one another a Sting record.

The e-commerce sector has changed significantly in the modern era. Because of the rise in popularity of large corporations like Amazon, Flipkart, Myntra, and Snapdeal, regular stores have to adapt to survive. These businesses have created an internet marketplace where people can easily buy and sell things.

THE TIMELINE OF THE HISTORY OF ECOMMERCE & ITS EVOLUTION

- 1960-1968- Invention & The Early Days: The foundation for electronic commerce was laid in the 1960s with the creation of Electronic Data Interchange (EDI). EDI enabled digital data transfer from one computer to another and transformed conventional methods of transmitting and receiving documents.
- 1969: Using a dial-up connection, Dr. John R. Goltz and Jeffrey Wilkins found CompuServe, the first notable e-commerce business.
- 1979: Electronic shopping was created by Michael Aldrich, who is also credited with founding or inventing e-commerce. This was accomplished by setting up a phone link between a transaction-processing computer and an altered TV. This was carried out in order to transmit secure data.
- 1982: As a result of the ongoing advancements in technology, especially in the field of electronics, Boston Computer Exchange introduced the first online shopping platforms.
- 1992: Charles M. Stack launched Book Stacks Unlimited, an online bookshop, helping propel the internet industry to new heights. At the time, it was among the first websites dedicated to internet shopping.
- 1994: saw the release of Netscape Navigator, a web browser tool created by Jim Clark and Marc Andreessen. It was utilized with Windows.
- 1995: The year that saw the creation of Amazon and eBay was a turning point in the history of e-commerce. Jeff Bezos founded Amazon, and Pierre Omidyar founded eBay.

MEANING AND DEFINITION

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 distance⁴. 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 fulfillment, 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."

E – COMMERCE AND CONSUMER PROTECTION

ISSN: 2583-0384

Due to the worldwide and transnational nature of e-commerce, national and international measures have been made to guarantee its protection. The customer Protection Act (CPA), 2019 regulates customer connections with goods providers in India. Online purchases are not specifically regulated by any separate consumer protection statute. A "deficiency in services," a "defect in goods," or the occurrence of an "unfair trade practice" gives rise to liability under the CPA. The CPA will treat users as "consumers" if real sales occur on the online platform, and its provisions will be applicable to the products sold on the online platform. Liability may arise based on who is actually selling the products or providing the services. The CPA's jurisdiction also extends to the distribution of commodities.

The CPA established a separate adjudicating forum known as the Will Appellate Forums. The following are a few examples of the several penalties that the CPA may apply:

- (i) Replacement of goods
- (ii) Return of price paid
- (iii) Pay compensation as may be awarded
- (iv) Removal of defects/deficiencies
- (v) Discontinue the unfair trade practice or the restrictive trade practice or not to repeat them.

Several prominent worldwide organizations are striving to safeguard consumers in the realm of electronic commerce. The International Chamber of Commerce (ICC), the International Consumer Protection and Enforcement Network (ICPEN), and the Organization for Economic Co-operation and Development (OECD) are among the organizations that have proposed laws in this area.

Organization for Economic Co-operation and Development (OECD⁵): The OECD developed and accepted Guidelines for consumer protection in the context of e-commerce at the end of 1999. In order to achieve consumer protection in e-commerce, the government, businesses, and consumers can all benefit greatly from these guidelines, which offer instructive concepts for both applying current laws and, if necessary, drafting new ones. Additionally, the recommendations provide a global standard for consumer protection in online marketplaces, making them the first of their type. Without impeding trade, they can help to facilitate online consumer protection mechanisms. Regarding consumer protection in e-commerce, the following measures are included in the recommendations for the purposes of this paper:

- (i) Online shoppers should have the same level of protection as those who shop in person at a store or place an order through a catalogue.
- (ii) Full and correct information about the company, the products or services being sold, and the method of completion of the transaction should all be disclosed.
- (iii) Before the sale is finalized, the buyer should have the opportunity to inspect the item(s) he has committed to buy and, if necessary, alter his mind.
- (iv) Payment systems must be user-friendly and safe.
- (v) Redress is one of the hardest topics to handle in an international transaction, and the OECD recommendations acknowledge the need for more research in this area. It is highly advised to pursue alternative dispute resolution.
- (vi) For many years, the OECD has led the way in global privacy initiatives. The OECD created Guidelines Governing the Protection of Privacy in E-Commerce more than 20 years ago. The OECD Privacy Guidelines are still regarded as a the foundation for current international initiatives pertaining to online privacy⁶.

International Chamber of Commerce (ICC): In the 1990s, the ICC—the world's preeminent body for creating self-regulatory codes of ethics for marketing and advertising practices—acknowledged that the fields of interactive media marketing and advertising were still in their infancy and that, as new technologies and their applications become more apparent, the pertinent guidelines and principles would need to adapt and change. "Guidelines on Advertising and Marketing on the Internet" were published in 1996 by the ICC. These recommendations were intended to be a starting point, and in 1998, new advances in this field led the ICC to propose an updated version of the 1996 guidelines based on experience gained. These rules apply to any online marketing and advertising campaigns that promote products or services of any kind8. They provide guidelines for moral behavior

that everyone engaged in online marketing and advertising must follow. The following objectives are among the many that the guidelines aim to fulfill:

- (i) To increase public trust in marketing and advertising delivered through the new interactive system;
- (ii) To protect marketers' and advertisers' best interests in terms of freedom of expression; and
- (iii) To reduce the need for national and/or international law or regulation.
- (iv) To satisfy legitimate customer privacy expectations.

Consumer Education and Enforcement (ICPEN): The International Council of Consumer Protection Authorities (ICPEAN) is an organization made up of consumer protection authorities from nearly 40 countries. Its objectives are to:

- (a) safeguard the economic interests of consumers globally;
- (b) exchange information regarding cross-border commercial activities that could impact consumer welfare; and
- (c) promote international law enforcement agencies' cooperation.

 Although ICPEN no longer handles specific consumer complaints, its <u>econsumer.gov</u> website assists consumers who prefer to use the alternative dispute resolution (ADR) process to settle their disputes⁹.

THE NEED TO PROTECT CONSUMERS

In order to prevent exploitation and prevent different corporate malpractices that might jeopardize the rights and interests of consumers in highly competitive marketplaces, consumer protection refers to safeguarding customers from a variety of unfair commercial practices. It goes without saying that while conducting business, commercial companies are more knowledgeable, well-organized, and in a better position to dominate customers. Their favorable position makes it easy for them to take advantage of the customers. The Court of Special Appeal of Maryland held in Consumer Protection Division v. Luskin's, Inc. that the consumers "need to be protected through adequate consumer protection mechanism to uphold their rights in commercial transactions and save them from commercial exploitation at the end of business organizations" because they were the most severely impacted victims of these commercial organizations. In order to optimize their business's earnings, a lot of entrepreneurs take advantage of customers by selling subpar products at exorbitant costs. They engage in unfair trading methods, such as adulteration, hoarding, black marketing, and

so forth, in order to make excessive profits. In addition to depriving customers of receiving value for their money, this strategy exposes them to financial exploitation by large corporations who abuse their position of power to benefit themselves at the expense of customers. Therefore, "consumer protection" is essential in these situations not only to shield buyers from sellers but also to ensure fair global standards and sustained growth for the Indian economy. In cases where corporations intentionally or unintentionally violate citizens' rights and interests, adding revenues to their accomplishment, can have a negative impact on the growth and health of a nation's economy. The conversation above suggests that consumers need to be shielded against unfair trade practices in the age of globalization, liberalization, and industrialization when corporations aim

to make ever-greater profits—even if it means misleading customers.¹⁰ As a result, while consumers are seen as the market kings in the modern era, there is still room for doubt about the concept of consumer trust because, in actuality, consumers continue to be the most marginalized segment of the market and are at a disadvantage because their rights have not been strengthened¹¹. As a result, consumer protection is essential for several reasons, such as:

- i. Commercial organizations must ensure social and ethical responsibility;
- ii. awareness-raising;

ISSN: 2583-0384

- iii. customer satisfaction; iv. social justice; v. fidelity to the trusteeship concept; and
- iv. support the survival and expansion of business.

Therefore, "Consumer Protection Mechanism" is essential to ensure social, ethical, and professional responsibility of business organizations under the perspective of healthy business growth and success, as well as to fight the battle for providing adequate protection to consumers' rights in the emerging global market.

CONSUMER PROTECTION AND E-COMMERCE: INDIAN LEGAL PERSPECTIVE

In the legal arena though consumer protection and e-commerce are attended through different pieces of Indian legislations, but in the region of market, business and trade, e-commerce and consumer protection are considered as two sides of same coin. In Indian legal standpoint, on one hand we have 'Consumer Protection Act, 1986', ensuring the protection of basic consumer rights and providing the mechanism to enforce consumer rights and claim remedy

under the specific and dedicated forum system and on other hand we have Information Technology Act, 2000 and some provisions in other legislations like The Constitution of India, 195065 under Article 38, Indian Contract Act 1872, Indian Penal Code,1860, Indian Copyright Act, 1957, Sales of Goods Act, Indian Telegraph Act, 1885 among others to encounter the challenges faced by the consumers in the conduct of e-commerce transactions.

HISTORY OF PROTECTION OF CONSUMERS IN INDIA

The rich soil of Indian civilization, which stretches back to 3200 B.C., is where consumer protection has its deepest roots. Human values were highly valued and ethical behavior was seen as crucial in ancient India. Every social class adhered to the Dharma-sastras, or "Dharma," which established social conventions and acted as the foundation for interpersonal relationships. Consumer protection remained a top priority for the ruling class during the Middle Ages. India utilized a lot of different weight units while it was ruled by Muslims. Local factors dictated the pricing utilized during the Sultanate period. Strict regulations were put in place in the marketplace, etc., during the reign of Alauddin Khalji. The ancient Indian traditional legal system was superseded by the British system in the modern era. However, "the formation of a unified nationwide modern legal system" was one of the most notable outcomes of British administration in India. The English legal system was established to dispense justice during the British era, completely revolutionizing the Indian legal system. It's crucial to remember, nevertheless, that the traditions and practices of the Indian judicial system were taken into consideration. Consumer protection is not an exception to the belief that "the fabric of modern Indian Law... is unmistakably Indian in its outlook and operation," notwithstanding the difficulties in fusing the British and Indian legal systems. The Indian Contract Act of 1872, the Sale of Goods Act of 1930, the Indian Penal Code of 1860, the Drugs and Cosmetics Act of 1940, the Usurious Loans Act of 1918, and the Agriculture Procedure (Grading and Marketing Act) of 1937 are a few laws pertaining to consumer interests that were passed during the British regime. Customers were given particular legal protection under these statutes. The Sale of Goods Act of 1930 [SGA] served as India's sole source of consumer protection for fifty-five years. The SGA is "an admirable piece of legislation," having been carefully drafted. It is acclaimed as a "Consumer's Charter" as well. Section 16 of the Act provides the buyer's primary legal defense against the vendor for defective products. The buyer's interests are suitably protected, and it offers exceptions to the

caveat emptor (or "let the buyer beware") maxim. Words like "skill and judgment of the seller," "reliance on sellers' skill," and the "merchantable quality" test give purchasers useful recourse. Courts gave the consumer's interpretation of these regulations. Prior to the Consumer Protection Act of 1986, which was passed to augment the remedies previously offered under the SGA, the SGA served as the only consumer law. The criminal justice system in India also included provisions for consumer protection. Its goal is to give Indian customers "cheap, simple, and quick" justice.

LEGAL FRAMEWORKS:

CONSUMER PROTECTION ACT, 2019

Since the Consumer Protection Act of 1986 was almost thirty years old and lacked relevant provisions to address the issues of the contemporary technology era, legislators felt it was imperative to replace it with a new Act. The Consumer Protection Bill of 2019 was passed by Parliament on August 6, 2019. Additionally, the President approved the same on August 9, 2019, and the Act became operative on July 20, 2020. The purpose of the Act of 2019 was the same as that of the Act of 1986: to enable the prompt and efficient administration of justice and the prompt resolution of consumer disputes and matters pertaining thereto.

Legislators considered the demands of contemporary customers when developing this Act and added new terminology that were absent from the previous one. For instance, they have included terms in the definition of "advertisement." A consumer is defined under Section 2(16) of this new Act, and buying or selling products or services—including digital items—over a digital or electronic network is considered e-commerce. The most significant modern addition to consumer protection is the inclusion of "Ecommerce" in its purview. E-commerce is covered in Section 2(16), while electronic service providers and whether or not there is a provision for liability in the event of internet fraud are covered in Section 2(17). In order to further protect the rights of e-consumers, this clause has expanded the Act's scope. And as a result, when e-commerce websites violate consumer rights, customers can now sue them. In order to safeguard consumers from deceptive advertising and unfair business activities that harm the general public interest, the Central Consumer Protection Authority is a new authority that has been introduced to this new Act. Additionally, with the goal of advancing, defending, and upholding the collective rights of consumers.

CONSUMER (E COMMERCE) RULES, 2020

The goal of the Consumer Protection (E-Commerce) Rules, 2020, which were published on July 23, 2020, under the Consumer Protection Act, 2019, is to safeguard consumers' rights and interests in e-commerce by stopping unfair trading practices.

Applicability (Rule 2): The Rules cover the following:

- All retail e-commerce models;
- All e-commerce companies, regardless of whether they use an inventory system or a marketplace model;
- Both goods and services purchased or sold using automated or electronic networks. An e-commerce company's inventory of products and services that are offered directly to customers is a component of the inventory-based model [Rule 3(1) f]. According to Rule 3(1)g, an e-commerce firm that uses the marketplace model has an information infrastructure platform on a digital and electronic network that helps both buyers and sellers.
- All aspects of unfair trading practise in all models of e-commerce; and
- An e-commerce entity is offering goods or services to consumers in India but not established in India.

General Duties of E-commerce Entities (Rule 4): The duties of e-commerce entities are:

- An e-commerce entity must be registered as a company in accordance with the provisions of the Companies Act.
- These entities are required to designate a point of contact to ensure adherence to the Act.
- They are obligated to establish an effective grievance redress mechanism, which involves appointing a grievance officer and prominently displaying their name, contact information, and role on the platform. The grievance officer must acknowledge receipt of complaints within 48 hours and resolve them within one month.
- If they offer imported goods, they must disclose the names and details of the importers from whom the goods were procured, as well as the sellers' information on the platform.

- Imposing cancellation charges on consumers is prohibited unless similar costs are incurred by the e-commerce entity.
- An e-commerce entity must be registered as a company in accordance with the provisions of the Companies Act.
- These entities are required to designate a point of contact to ensure adherence to the Act.
- They are obligated to establish an effective grievance redress mechanism, which involves appointing a grievance officer and prominently displaying their name, contact information, and role on the platform. The grievance officer must acknowledge receipt of complaints within 48 hours and resolve them within one month.
- If they offer imported goods, they must disclose the names and details of the importers from whom the goods were procured, as well as the sellers' information on the platform.
- Imposing cancellation charges on consumers is prohibited unless similar costs are incurred by the e-commerce entity.
- All payments related to accepted refund requests from consumers must be processed within a reasonable timeframe.
- Manipulating prices of goods to generate unreasonable profits through unjustified costs and discrimination against certain consumer groups is prohibited.

Liabilities of Marketplace E-commerce Entities (Rule 5): The liabilities of marketplace ecommerce entities include the following:

- The e-commerce platform mandates sellers to ensure that the information provided about their goods is accurate and aligns with the appearance, characteristics, quality, and intended use of the products.
- They are required to prominently display certain information to users on their platform, including:
- i. Details of sellers, including their primary geographic address, branch locations, and website details for effective dispute resolution.
- ii Unique ticket or complaint numbers for tracking the status of lodged complaints.
- iii. Information regarding return, refund, exchange policies, warranties, guarantees, delivery procedures, accepted payment methods, and mechanisms for addressing disputes or grievances.
 - Users must be informed about available payment methods, the security

measures protecting such payment forms, and any associated fees or charges.

 The platform must exert reasonable efforts to maintain records containing relevant information for identifying sellers who have repeatedly listed goods that were previously removed due to violations of the Copyright Act, Trademarks Act, or Information Technology Act.

<u>Sellers' Duties on the Marketplace (Rule 6)</u>: The duties of sellers on the market encompass:

- The seller is prohibited from engaging in any unfair trade practices while offering goods.
- They are prohibited from falsely representing themselves as consumers and posting product reviews or misrepresenting the essence or features of any products.
- The seller cannot refuse to accept returns or provide refunds for goods or services that are defective, deficient, or spurious.
- Prior to undertaking a sale, the seller must have a written contract with the ecommerce entity.
- The seller is required to appoint a grievance officer for addressing consumer grievances.
- They must ensure that advertisements for marketing goods or services accurately reflect the actual characteristics, accessibility, and usage conditions of the goods.
- The seller is obligated to provide the e-commerce company with their legal name, the primary geographic address of their headquarters and all subsidiaries/branches, the name and details of their website, email address, and customer contact details including fax numbers, landlines, and mobile numbers.

Duties and Liabilities of Inventory E-commerce Entities (Rule 7): In the inventory-based model of e-commerce, goods and services are owned and directly sold to consumers by e-commerce entities, thereby entailing similar liabilities for inventory e-commerce entities as for marketplace e-commerce entities, along with analogous responsibilities to those of marketplace sellers. The Act of 2019 contains multiple provisions aimed at regulating e-commerce transactions to ensure safety and trust. However, due to its recent enactment, it

would be premature to assess its operational aspects and effectiveness. A recent ruling by the National Consumer Disputes Redressal Commission (NCDRC) in Consumer Complaint No 883 of 2020 (M/s Pyaridevi Chabiraj Steels Pvt. Ltd vs National Insurance Company Ltd)¹² has demonstrated the Act's operational efficacy by considering jurisdictional claims based on its provisions. This signifies a transition from a "buyer beware" to a "seller/manufacturer beware" paradigm, placing consumers in a more empowered position. The Rules of 2020 strike a balance between the responsibilities of e-commerce business owners and on-platform vendors, with any contravention inviting the provisions of the Act of 2019. Notably, limited liability partnerships are currently absent among e-commerce entities, although it is expected that the judiciary or legislature will address this issue in due course based on the operational experience of the Act and Rules. Nonetheless, the Rules of 2020 establish a robust legal framework aimed at fostering consumer trust in e-commerce transactions and safeguarding their rights and interests, substantiating the principle that "the consumer is king". The impact of COVID-19 has prompted the government to endorse and facilitate online complaint filing procedures through the National Consumer Helpline, leveraging various applications to expedite the adjudication process and benefit aggrieved consumers, thus enhancing trust in the governance system.

regulatory framework that aims to stimulate consumer interest and investment in ecommerce. By encompassing all modern retail commerce models, the Act of 2019 seeks to transform the prevailing consumer protection jurisprudence from "buyer beware" to "seller beware," thereby formally integrating e-commerce into its purview and extending to the realm of business-to-consumer (B2C) transactions. One notable advantage for consumers is the streamlining of the complaint filing process, allowing for online submissions and expedited grievance redressal. In the aftermath of the COVID-19 pandemic, e-commerce has emerged as a boon for consumers. The E-Commerce Rules of 2020 align with the rigorous consumer protection measures outlined in the recent Act of 2019. The timing of the Rules of 2020 is particularly opportune amid the ongoing pandemic, considering the constraints on consumer mobility and the heightened reliance on e-commerce platforms. The grievance redressal mechanism established in the Rules of 2020 represents a calibrated approach to ensuring fairness in the e- commerce marketplace, promoting transparency, imposing stringent penalties, and striking a balance between the obligations of e-commerce companies and vendors. Mandatory provisions such as the appointment of a consumer grievance a redressal officer and a designated contact person, prompt acknowledgment of complain

within 48 hours with a ticket number, and resolution within one month are unequivocally advantageous for consumers. While individual e-commerce entities may have their refund policies, ensuring timely settlement of refund claims is imperative. Nonetheless, concerns persist over daily occurrences of online fraud and unethical business practices, which have instilled apprehension among consumers regarding interactions with unscrupulous vendors and service providers. Effective enforcement of regulations would serve to deter unethical practices, ultimately fostering consumer trust in e-commerce platforms over time.

RECOMMENDATIONS

By examining evolving laws governing internet transactions and evaluating real-world challenges faced by users in the digital sphere, there are some suggestions which are necessary for the better protection of e-consumers as:

- 1) The **separate laws for online security of e-consumers** must be formed, as the E-Commerce Rules, 2020 are not sufficient because they do not provide the cyber security provisions to deal with technicalities.
- 2) The rights of consumers provided by the Act, 2019 does not include the right to safe and healthy environment for consumers and not the right to privacy against cyber-crimes. The right to privacy is a Constitution right. The Act not includes it. The Act must contain these rights.
- 3) The Government should implement **technology neutral policies** which not only limited to electronic-commerce rules but also include or create regulations that facilitate electronic business transactions.
- 4) In India, there must be **advancement of cyberspace and its regulations** related to consumerism because the cyberspace making entry into several markets easier by lowering entering costs such as business to consumer (B2C), business to business (B2B) and business to government (B2G). Cyber space facilitates cheap and quick implementation of marketing techniques and allows e-consumers to search goods and services online.
- 5) To **encourage the volunteers** who are concerned in consumer protection movements.
- 6) The Government should introduce variety of plans and programmes to establish laboratories with latest technologies to test the sample of consumer goods and their quality, purity and related matters.