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## **The Right to Withdraw as a Mechanism for Protecting the Satisfaction of the Electronic Consumer**

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### **Abstract**

The electronic consumer usually purchases goods and services online from professionals or specialists and then discovers that these products or services do not match the description displayed on the website. This happens due to misleading advertising and quick contracting without sufficient thought. For this reason, the Algerian legislators and comparative legislations have recognized the consumer's right to withdraw from the electronic contract without any compensation.

The right of withdrawal is considered an infringement on the principle of the binding force of the contract, so we find that the Algerian legislator and comparative legislations have set controls and exceptions for it, which we will try to explain in detail in this article.

**Keywords:** electronic consumer, right of withdrawal, electronic contract

### **INTRODUCTION:**

Electronic contracts concluded over the Internet are characterized by their intangible nature, and do not allow the parties to the contract to meet in a virtual forum. This prevents the inspection of the goods or services except through the computer screen, which prompts the electronic consumer to conclude the electronic contract without thinking or deliberation.

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All of these factors have made people hesitant to purchase goods or services over the Internet. To build trust in e-commerce and encourage people to use it, the Algerian legislator and comparative legislations had to find new legal mechanisms to protect the electronic consumer from the risks of false and misleading advertisements placed by the electronic supplier. The right of withdrawal is considered one of the most important mechanisms that protect the electronic consumer, and it is an infringement on the principle of the binding force of the contract, as the latter can withdraw from the electronic contract even after it has been properly concluded.

The European Union was one of the first to recognize the right of withdrawal, through Directive 2011/83/EU on consumer rights<sup>1</sup>. The French legislator followed suit with the Consumer Code<sup>2</sup>, while the Egyptian legislator recognized this right as a general principle in the Consumer Protection Law<sup>3</sup>, and then explicitly recognized it for the electronic consumer in Executive Regulation No. 822 of 2019 to the Consumer Protection Law.

The Algerian legislator, following the example of comparative legislation, has also recognized the right of withdrawal, most notably in the Law on Electronic Commerce No. 18-05<sup>4</sup> and Law 18-09 on Consumer Protection and Fraud Prevention<sup>5</sup>.

Based on this, we can raise the following question: How did the Algerian legislature and comparative legislation deal with the right of withdrawal? And what is its effectiveness in protecting the electronic consumer?

To address this issue, the descriptive method was used to define the nature of the right of withdrawal, and the analytical method was used to analyze the legal texts that deal with the right of withdrawal. The comparative method was also used to compare the different national legislations that have addressed this right.

The right of withdrawal is a new issue that is unknown to many people, so it is necessary to first define the nature of this right in the first section, and then we will address the controls and effects of the right of withdrawal from electronic contracts in the second section.

## **Chapter One: The Nature of the Right to Withdraw from Electronic Contracts**

In the first section of this chapter, we will address the content of the right of withdrawal in the first subsection, where we will try to provide a precise definition of this right, distinguishing it from similar legal systems. In the second subsection, we will address the legal classification of the concept of withdrawal from electronic contracts.

### **Section One: The Content of the Right of Withdrawal from Electronic Contracts**

It is necessary to first provide a precise definition of the right of withdrawal, both Legally and doctrinally, which we will address in the first paragraph. In the second paragraph, we will explain the characteristics of this right.

#### **Subsection One: Definition of the Right of Withdrawal**

Despite the multiple definitions given by legal scholars to the concept of the right of withdrawal, it essentially refers to the right of the consumer to withdraw from the contract without any compensation. Some have defined it as: "a means provided by law for one of the parties to the contract - usually the consumer - to withdraw from the contract after it has been concluded and withdraw his consent"<sup>6</sup>. This definition shows that this right is granted to the consumer as the weaker party, allowing him to withdraw his consent to the previously concluded contract and return to the situation before the contract was entered into.

One legal scholar defined the right of withdrawal as: "enabling the consumer to terminate the contract unilaterally within the period specified by law or the agreement, even if the professional has not breached any of his obligations and without any fees"<sup>7</sup>.

It can be seen from this definition that the right of withdrawal is reserved for the consumer only, without waiting for the consent of the producer or electronic supplier. This right can be established in two ways: either by an agreement between the professional and the consumer or by legal texts, with the need to respect the deadlines specified by law. This right does not lapse even if the professional has not breached any obligation and

without any fees.

In general, this definition is considered one of the most comprehensive and accurate definitions provided by legal scholars on the issue of withdrawal. However, it is criticized for not explicitly stating that this right is granted to the consumer after the conclusion of the contract and not before.

The Algerian legislator has recognized the right of the electronic consumer to withdraw from the contract, like other comparative legislations, under Article 11 of the Law on Electronic Commerce, which specifies the information that must be mentioned by the electronic supplier when presenting an electronic commercial offer. Among this information is "the condition and deadlines for withdrawal, if applicable". Therefore, the right of withdrawal is one of the rights recognized by the electronic consumer against the electronic supplier, and the latter, when presenting the commercial offer, must mention this right, but he did not define it or specify its conditions<sup>8</sup>.

The Algerian legislator addressed this shortcoming when it issued Law 18-09, amending and supplementing Law 09-03 on Consumer Protection and Fraud Prevention. Article 19/2 defines withdrawal as "the right of the consumer to withdraw from the purchase of a product without justification." The following paragraph further recognizes the right of the consumer to withdraw from the purchase of a product, provided that the terms of the contract are respected and no costs are incurred by the consumer<sup>9</sup>.

An analysis of this definition reveals that the right of withdrawal can only exist under a legal text. It is unreasonable to find this right included in the terms of the contract by the will of the supplier or producer, as it would directly affect his financial liability. It is also in favor of the consumer only, as he is the weaker party. In addition, the right of withdrawal can be exercised before or after the conclusion of the contract, provided that the contract is valid, and no liability or compensation falls on the consumer.

This definition is criticized for limiting the right of withdrawal to before or after the conclusion of the contract, which is illogical and unreasonable because the right of withdrawal can only be exercised after the conclusion of the contract. It also requires that the contract be concluded validly and meet all its elements, which is what the European Union, for example, approved in its directive issued in 2011 on consumer protection, which states in Article a/9 that the right of withdrawal for service contracts can only be exercised from the date of the conclusion of the contract<sup>10</sup>.

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the latter, when presenting the commercial offer, must mention this right, but he did not define it or specify its conditions <sup>12</sup>.

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In this case, the legislator has departed from the general rule that a contract is the law between the contracting parties and has given the consumer the right to withdraw from and rescind the contract to protect his will and consent by giving him a period to reflect on the contract he has concluded. However, this must be subject to certain controls <sup>14</sup>.

### **Subsection Two: Characteristics of the Right of Withdrawal**

From the previous definitions, we can extract the following key characteristics of the right of withdrawal:

#### **First: The Right of Withdrawal from the Contract is a Public Policy:**

This means that the right of withdrawal is a right regulated by the legislator by mandatory legal rules, as it is related to public policy and aims to achieve a contractual balance between two unequal parties, whether in terms of knowledge or economic status. Any agreement that aims to exclude or modify this right is considered null and void <sup>15</sup>. This is explicitly stated in comparative legislations that prohibit any agreement that waives the consumer's right of withdrawal, including the French Consumer Code in Article 121-29, and the Egyptian legislator in Article 28 of the Consumer Protection Law, which states: "Any condition included in a contract, document, or any other document related to contracting with the consumer shall be null and void if it is intended to reduce any of the supplier's obligations outlined in this law or its implementing regulations or to exempt him from them."

**Second: The Right of Withdrawal Applies to a Validly Concluded Contract:**

This condition means that the right of withdrawal applies to a contract that has been concluded validly, and therefore does not prevent the immediate conclusion of the contract. This can be inferred from Article 221-18 L<sup>16</sup> of the French Consumer Code, which states that the right of withdrawal starts from the date of delivery of goods. This means that the contract to which the right of withdrawal applies is a valid and existing contract that has all its legal effects. Consequently, neither an ordinary nor an electronic consumer has the right to invoke this right until after he has concluded a valid contract that meets all its legal requirements<sup>17</sup>.

**Third: The Right of Withdrawal is a Temporary Right:**

This condition means that the consumer does not enjoy this right permanently. It is illogical from a logical point of view that the product or electronic supplier remains under the threat of termination of the contract permanently. This right belongs to the temporary rights that the legislator has determined a specific period for its exercise, after which it expires or lapses either by its use or by the expiration of the period specified by the legislator<sup>18</sup>.

**Fourth: The Right of Withdrawal is Exclusive to the Consumer:**

The beneficiary of this right is the consumer who buys to satisfy his personal needs and does not fall within the scope of his professional activities<sup>19</sup>. It is reserved for the consumer only, and it aims to protect him as a weaker party. Legally, the producer or electronic supplier does not have the right to use this right in his relationship with an electronic supplier or professional, as they are equal in terms of economic and financial status. Therefore, there is no weaker party in the contractual relationship.

**Fifth: The Right of Withdrawal is a Discretionary Right:**

The right of withdrawal is left to the discretionary authority of the consumer without being legally obliged to give reasons for it<sup>20</sup>, and without waiting for the approval of the professional or

electronic supplier. It is exercised without resorting to the judiciary, which is considered a violation of the principle of the contract as the law between the contracting parties or the binding force of the contract.

Moreover, the consumer can use the right of withdrawal simply because the goods or services did not meet his aspirations and expectations. He can use this right even if there is no defect in the goods or service and he discovers that he rushed into the contract<sup>21</sup>. This can be explicitly inferred from Article 18- 221-L of the French Consumer Code<sup>22</sup>.

### **Section Two: Legal Characterization of the Concept of Withdrawal from Electronic Contracts**

One of the fundamental principles of contracts is the binding force of contracts. The right of withdrawal is considered an important exception to this principle. Therefore, it is legitimate to ask what is the legal basis for this right (subsection one). Then, we will discuss the justifications for resorting to the right of withdrawal (subsection two).

#### **Subsection One: The Legal Basis for Withdrawal from Contracts**

There has been a doctrinal debate on the legal nature of withdrawal. There is a trend that considers withdrawal a right (first), another trend that considers it a mere license (second), and there are those who consider it a legal mechanism (third).

##### **First: Considering Withdrawal from the Contract as a Right**

The Algerian legislator considered withdrawal a right for the consumer according to Article 19 of the Consumer Protection Law, stating: "Withdrawal is the consumer's right to withdraw...". Consequently, it is clear to us that withdrawal, according to the Algerian legislature, falls within the category of rights. This is the same approach taken by some specialized studies in this field. Some have considered withdrawal from the contract as a personal right, while others have classified it as a real right, or another trend has considered it as one of the new rights that are not subject to the traditional classification because withdrawal is a new legal mechanism.

We find some jurists<sup>23</sup> who consider withdrawal from the



contract as a personal right because it arises based on the contractual relationship between the creditor and the debtor. However, by looking at the definition of a personal right as a link between a creditor and a debtor, whereby the creditor demands that the debtor perform an act or refrain from an act or give something, and some define it, it becomes clear to us that withdrawal from the contract does not meet the characteristics of a personal right because the creditor relationship requires the intervention of the debtor to fulfill the obligation, which is not what we find in withdrawal. This is because the person who is entitled to this right can withdraw from the contract even if the other party refuses, whether it is a professional or an electronic supplier<sup>24</sup>.

It is clear to us from these two definitions that withdrawal cannot be included in real rights because this contradicts a fundamental characteristic of real rights, which is the existence of a power that the right holder has over the thing subject to the right, either partially or completely, enabling the latter to obtain the benefits of the thing and enjoy it and benefit from it towards everyone. This is what cannot be imagined in the right of withdrawal because the consumer in this case does not exercise direct power over a specific thing, but rather only terminates the contract that he has concluded hastily or without thought and reflection<sup>25</sup>.

### **Second: Considering the Right of Withdrawal as a License**

Since withdrawal cannot be classified as a real or personal right, can it be legally classified as a license? This term is considered new in the legal field and is surrounded by a lot of ambiguity. It can be defined as a real mechanism for using freedom from public freedoms, or it is a permission granted by law in the matter of freedom from public freedoms<sup>26</sup>.

Through this definition, we can say that withdrawal is not considered a license because only the consumer benefits from withdrawal, while the license includes all individuals and not just the consumer. Examples of licenses include freedom of movement and freedom of work, etc.

### **Third: Considering the Right of Withdrawal as a Legal Mechanism**

It can be said that withdrawal is not considered one of the personal or real rights, nor is it a license, but rather it is a legal mechanism. This means the ability of a person to create a legal effect by his own will, without depending on the will of another person. This is what the right of withdrawal is characterized by in reality. When an ordinary or electronic consumer withdraws from a contract, he has changed a previous legal position, which is the contract that was previously concluded with a professional or electronic supplier without the consent of the latter<sup>27</sup>.

#### **Subsection Two: Justifications for Establishing the Right of Withdrawal**

The right of withdrawal is an exception to the principle of the binding force of the contract. In general, the justifications for issuing a special law to protect consumers are the same as the justifications for establishing the right of withdrawal. These justifications can be summarized as follows:

- The inability of traditional rules to protect the electronic consumer's consent from the various risks that he faces when concluding electronic contracts to purchase goods or services over the Internet, especially what is known as deceptive advertising. This necessarily requires finding new legal mechanisms that are more effective. The right of withdrawal is considered one of the most effective means of protecting the consumer's consent even after the conclusion of the electronic contract.

- The electronic consumer often concludes electronic contracts hastily and without thinking, under the pressure of the temptations offered by the electronic supplier. After receiving the goods or services, the electronic consumer discovers that they are not according to his aspirations and expectations. The electronic supplier often uses deceptive and misleading advertisements, which makes the electronic consumer purchase without having sufficient information about the goods or services<sup>28</sup>. Legal scholars have called these contracts "inducement" or "insistent" contracts that aim to deprive the

electronic consumer of his consent <sup>29</sup>. In this case, he has the right to exercise withdrawal and return the goods or service to the electronic supplier without additional costs.

- Electronic contracts have a special nature. They are concluded through electronic means. They are contracts that are concluded at a distance and there is no physical and contemporaneous presence of their parties when the contract is concluded. All of these factors directly affect the electronic consumer, so that he purchases goods and services based on the information provided by the electronic supplier, which is often presented attractively. All of these factors make the use of the right of withdrawal a means of protecting the electronic consumer as a weak party <sup>30</sup>.

- The electronic supplier often does not inform the electronic consumer and provides him with the essential information and data concerning the goods or services. In light of the lack or absence of experience of the electronic consumer, has a great impact on the contract. Therefore, the French legislator linked the withdrawal period to the professional's breach of this obligation <sup>31</sup>, which we will discuss later in this article.

## **Chapter Two: Controls and Effects of the Right of Withdrawal from Electronic Contracts**

In the first subsection, we will discuss the controls that the legislator has established for the exercise of the right of withdrawal because this right is linked to a set of conditions that must be put forth for the consumer to be entitled to claim this right. Then, in the second subsection, we will discuss the effects of the right of withdrawal from electronic contracts, both for the electronic consumer as the primary beneficiary of this right and for the electronic supplier.

### **Section One: Conditions for the Right to Withdraw from Electronic Contracts**

The electronic consumer cannot exercise his right of withdrawal except for contracts that can be retracted. We find that many legal texts have exempted some contracts that the consumer cannot withdraw from, which we will discuss in detail in the first subsection.

The right of withdrawal for the electronic consumer is not open-

ended, but the law usually sets specific deadlines for exercising this right, which we will study in detail in the second subsection through comparative law since the Algerian legislature has not yet regulated this issue.

### **Subsection One: The Right of Withdrawal Applies Only to Contracts That Can Be Rescinded**

The right of withdrawal is not an absolute right for the consumer, but there are many exceptions to it. For example, the European Union, through Directive 2001/83, has identified thirteen exceptions to the right of withdrawal in Article 16, and that the consumer may not use the right of withdrawal and consider it arbitrary either because of the nature of the services or the guarantees surrounding the conclusion of the contract <sup>32</sup>.

The French legislator followed the same approach and provided for the same exceptions. It has explicitly identified the contracts and transactions that the consumer does not have the right to withdraw from, which are mentioned in Articles 28-228. L of the Consumer Code and are as follows:

If the consumer requests that the service be provided to him before the end of the withdrawal period, Supply of goods and services whose prices are not fixed on financial markets and this exception includes contracts for goods and services whose prices fluctuate with fluctuations in the financial market.

If the goods have been manufactured or prepared according to personal specifications determined by the consumer, Goods that cannot be returned to the professional due to their nature or that are likely to perish or deteriorate quickly.

Contracts for audio or visual recordings or electronic devices, and computer software that has been unsealed by the consumer, Contracts for the supply of newspapers and periodicals, except in the case of a subscription to these publications Contracts for the provision of accommodation, transport of goods, car rental or catering, and leisure services <sup>33</sup>.

As for the Algerian legislator, he did not specify the exceptions to the right of withdrawal, but he established a general principle, which is to prevent some activities from being carried out electronically, and therefore the electronic consumer cannot

withdraw from them because the law does not recognize them in the first place. These activities are mentioned in Article 3/2 and Article 5<sup>34</sup> of the E-Commerce Law, such as gambling, alcoholic beverages, pharmaceutical products, and goods and commodities that require a formal contract, etc. ...<sup>35</sup>

Issuing the Egyptian legislator subsequently issued Executive Regulation No. 822 of 2019 concerning the Consumer Protection Law. This regulation uses the term "right of withdrawal" instead of "right to exchange or return." Article 26 of the regulation specifies the cases in which the electronic consumer can withdraw from the electronic contract:

- If the consumer has fully benefited from the service before the expiry of the withdrawal period, If the agreement concerns goods manufactured based on the consumer's request or according to specifications determined by the consumer.

If the agreement concerns videotapes, CDs, DVDs, computer programs, or printed materials that the consumer has unsealed, If a defect in the goods results from the consumer's mishandling.

- In cases where the withdrawal request is considered to conflict with the nature of the product, contradicts commercial practice, or constitutes an abuse by the consumer in exercising the right of withdrawal. This includes perishable consumer goods, toiletries and cosmetics, jewelry, and similar items.

### **Subsection Two: The Right of Withdrawal is Subject to Legally Defined Deadlines**

For the right of withdrawal to be legally effective, the consumer must respect the deadlines set by law. Otherwise, the right to return the goods is forfeited. Deadlines cannot be left open-ended, as this would allow consumers to abuse this right, which would disrupt transactions and discourage online suppliers from offering their services or products electronically.

The Algerian legislator has recognized the need for consumers to respect deadlines when exercising the right of withdrawal, as stated in the last paragraph of Article 19 of the Law on Consumer Protection and Repression of Fraud<sup>36</sup>. However, the specific deadlines have not been defined and have been left to be determined by regulations. To date, these regulations have not

been issued, despite their significant importance. This constitutes an unjustified delay in recognizing a fundamental right of consumers, whether traditional or electronic.

In contrast, comparative legislation has regulated this issue. For example, the French legislator has granted consumers a period of fourteen days to withdraw from the contract, according to Article L. 121-20 of the French Consumer Code No. 2001/741, from the date the supplier informs the consumer of this right. If the supplier fails to inform the consumer, the period is extended to three months, according to Article L. 121-19 of the Consumer Code. If the supplier corrects their mistake, the original period of seven days applies from the date of notification<sup>37</sup>.

The Egyptian legislator has defined the right of withdrawal in Article 17/1 of the Consumer Protection Law as 14 days from the date of receipt of the goods. The same period applies to electronic contracts, according to Article 40,<sup>38</sup>.

### **Section Two: Effects of the Right of Withdrawal in Electronic Contracts**

The exercise of the right of withdrawal has legal effects, some of which relate to the electronic consumer (Subsection 1) and others to the electronic supplier (Subsection 2).

#### **Subsection One: Effects of the Right of Withdrawal in Electronic Contracts for the Electronic Consumer**

The electronic consumer is the only one who benefits from the right of withdrawal. They can be defined as "any natural or legal person who acquires, for a consideration or free of charge, a good or service through electronic communications from an electronic supplier for final use<sup>39</sup>."

The right of withdrawal applies to all consumers, whether traditional or electronic, regardless of the circumstances in which the contract was concluded. It does not require proof of a defect in consent or that the consumer is dissatisfied with the good or service and has changed their mind without any reason<sup>40</sup>. It even applies if the consumer is not subjected to misleading advertising<sup>41</sup>.

If the electronic consumer exercises the right of withdrawal, they are obligated to restore the situation to what it was before

the contract was concluded. If they have received a good, they are obligated to return it in its original condition to the electronic supplier. The liability for loss in this case is linked to the ownership of the product. If the consumer owns the product, they are liable for its loss. However, in the case of an electronic contract, the electronic consumer is considered the holder of the product, not the owner. Therefore, the liability for loss falls on the electronic supplier as the owner, even though the electronic consumer has received the product<sup>42</sup>.

In addition, the electronic consumer does not bear any costs or pay any compensation when exercising the right of withdrawal, except for the costs of returning the goods. If the subject of the contract is a service and the electronic consumer withdraws from it after the contract is concluded, they do not bear any costs because they do not have to return anything. This makes the right of withdrawal<sup>43</sup> a right with low or no costs for the electronic consumer<sup>43</sup>, as explicitly stated in Article 19/3 of the Algerian Consumer Protection Law.

Some scholars argue that it is logical and fair for the electronic consumer to bear the costs of returning the goods because they are the ones who decided to withdraw and should therefore bear the consequences. This would create a contractual balance between the electronic consumer and the electronic supplier<sup>44</sup>.

However, the French legislator, in Article L.221-24 of the Consumer Code<sup>45</sup>, has required the professional to reimburse the consumer for all sums paid, including delivery costs, if the consumer chooses a more expensive delivery method than the one proposed by the professional since the latter is not required to pay these additional costs<sup>46</sup>.

As for the Algerian legislator, it has stipulated in Article 19 of the Consumer Protection Law<sup>47</sup> that the consumer should not pay additional costs. This does not mean that the consumer should not pay the costs of returning the goods or service, as these costs always remain the responsibility of the consumer, whether traditional or electronic.

Given the importance of this issue to the electronic supplier, the electronic consumer must observe the principle of good faith in

preserving the product in its original condition during the entire withdrawal period, without prejudice to the electronic consumer's right to try the product<sup>48</sup>.

### **Subsection Two: Effects of the Right of Withdrawal in Electronic Contracts for the Electronic Supplier**

The other party affected by the right of withdrawal in electronic contracts is the electronic supplier, which the Algerian legislator has defined in the Electronic Commerce Law, Any natural or legal person who markets or proposes to provide goods or services through electronic communications<sup>49</sup>.

The electronic supplier must return to the electronic consumer who has exercised the right of withdrawal the price of the thing sold within 30 days of the date the electronic consumer exercised the right of withdrawal, according to Article 15-222. L of the French Consumer Code<sup>50</sup>.

The professional may postpone the payment of the sale price until the goods are returned or until the consumer provides proof of shipment. If the professional does not return the price of the goods, the French legislator has set a rate of interest that increases with time according to Article L. 242-4. of the Consumer Protection Law. Payment must be made by the same means of payment as at the time of purchase, either by cash, transfer, or credit card, unless the electronic consumer agrees to another means of payment that does not cause additional costs.

According to the Egyptian legislator, the period for returning the price of the thing sold must not exceed 7 days from the date of delivery of the product or the date of the contract for services, as stipulated in Article 40/2 of the Egyptian Consumer Protection Law<sup>51</sup>.

In addition, the withdrawal from the original contract by the consumer and its termination will automatically result in the termination of the secondary contracts linked to it. For example, if the consumer entered into a contract to purchase real estate and entered into a loan contract to pay for that real estate, the latter is automatically linked to the real estate purchase contract. Therefore, the consumer's withdrawal from the purchase of the real estate means withdrawal from the loan contract, since the



consumer would not have entered into the loan contract had it not entered into the real estate purchase contract.

**Conclusion:**

We have noticed through this article that the right of withdrawal has been regulated in detail in comparative legislation such as the European Union, France, and Egypt. However, the Algerian legislator has only recognized the principle in the Consumer Protection Law and the Electronic Commerce Law without issuing an executive decree to regulate it, which is considered a waste of the rights of the ordinary or electronic consumer.

We can only ask the Algerian legislator to regulate the right of withdrawal given its importance. The decree should include the scope of application of the right of withdrawal and the exceptions to it, as well as the period within which the consumer is entitled to exercise this right, which should not exceed 14 days. It should also establish deterrent penalties for professional and electronic suppliers who do not return the price to the consumer.

Emphasizing the importance of e-commerce, we call on the legislator to issue a special law on the protection of the electronic consumer and to put in place various legal mechanisms to protect him/her accurately, including the right of withdrawal.

The Algerian state, with its various bodies, should carry out awareness campaigns for the benefit of the Algerian consumer and encourage him/her to engage in e-commerce, as it is the best way to develop the national economy.

Training courses should be provided for various justice workers, including judges, lawyers, and others, in the field of consumer protection in general and electronic consumer protection in particular, so that judicial decisions are issued in line with the aspirations of the Algerian consumer.

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