

LEGAL FRAMEWORK FOR PROTECTING CONSUMER RIGHTS IN E-COMMERCE

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Annotation: this article analyzes the legal framework for ensuring and protecting consumer rights in the e-commerce process. The article also compares the legal mechanisms in national legislation regarding the protection of Consumer Rights, their importance and their experiences in protecting consumer rights in the field of e-commerce in foreign countries.

Keywords: e-commerce, electronic signature, platform, digital content, electronic sales space.

Аннотация: в данной статье анализируются правовые основы обеспечения и защиты прав потребителей в процессе электронной коммерции. В статье также сравниваются правовые механизмы в национальном законодательстве, касающиеся защиты прав потребителей, их важность и опыт зарубежных стран в области защиты прав потребителей в сфере электронной коммерции.

Ключевые слова: электронная коммерция, электронная подпись, платформа, цифровой контент, электронное торговое пространство.

INTRODUCTION

In our developing time, the role of techniques and technology is incomparable. It is difficult to imagine our daily lifestyle without Technologies, after all they make our work easier. E-commerce has already become the main form of human commerce. That is why the provision of consumer rights in e-commerce has already become a major issue. It is permissible to think about e-commerce before touching on consumer rights in e-commerce. What is amateur e-commerce itself?

E-commerce is the acquisition and sale of goods (works, services) within the framework of entrepreneurial activity, carried out in accordance with the contract concluded through the electronic trading platform using information systems. So, by e-commerce we can say that it is a form of buying and selling commerce that is carried out by contracting in electronic form. E-commerce is gaining popularity today. It is easy and convenient for Zero entrepreneurs to carry out their commercial goals remotely, as well as for haridors to use goods and services electronically.

But at the same time, the threat to consumer rights in e-commerce increases. That is, as e-commerce develops, the need to ensure and protect consumer rights increases. As a key

factor in this, we can say that it becomes more difficult to secure their rights because of the fact that contracts are concluded electronically in the protection of consumer rights in e-commerce.

In e-commerce, the failure of consumers to comply with the obligations of the parties in the contract or in the process of concluding contracts in electronic form violates the rights of the second party. This will undoubtedly lead to the need to eliminate such situations and create a legal mechanism for ensuring and protecting the rights of consumers in e-commerce and its implementation in practice.

MATERIALS

What are the mechanisms for protecting consumer rights in e-commerce?

In answering this question, it is advisable to answer the law of the Republic of Uzbekistan "on e-commerce". The act was passed on 31 December 2022, and is a major source in regulating e-commerce-related relations in the country. This law also defines e-commerce and its legal regulation, as well as the provision and protection of consumer rights in e-commerce.

A special aspect of this law is evidence of the regulation and control of activities in the field of e-commerce by the state. That is, this law provides for the state's determination of the procedure for the implementation of relations related to e-commerce. This law also provides for the Salt order of contracts in e-commerce, which indicates what should be followed in the conclusion of electronic contracts.

METHODS

The determination of the procedure for the conclusion of contracts serves as the basis for the protection of the rights of the parties concluding and entering into a contract and ensuring legitimacy. In particular, this law establishes the following procedure for the electronic conclusion of contracts in e-commerce:

* Contracts concluded in e-commerce must comply with the requirements of the Civil Code of the Republic of Uzbekistan, this law and other legislative acts of the Republic of Uzbekistan.

- In e-commerce, the contract is formalized in the form of an electronic document between the parties by agreeing the terms of the contract by confirming electronic documents and (or) messages.

- The formation of documents in e-commerce is carried out according to the agreement of the parties.

- The contract must comply with the requirements established by law, regarding the content and form of documents related to the conclusion and execution of the contract.

- Electronic-style checks, receipts, messages and other documents formed through information systems during the realization of goods (works, services), which allow e-commerce operators or sellers to identify the parties to the contract, are equated with similar documents on paper confirming the purchase of goods (works, services).

- An electronic document is considered to be signed if, during the conclusion of contracts, the procedure for confirming the document with an electronic digital signature is carried out by the party of the contract in cases where the legislation or the agreement of the parties requires the signing of the document with their own hands.

- In an e-commerce document, electronic validation methods ("SMS", "Face-ID", etc.) that represent the consent of the person who signed the document and allow it to be identified and authenticated are also recognized as signatures.¹

¹ E-commerce Act

From the above requirements, we can see that there are specific requirements for concluding contracts in e-commerce. The purpose of these requirements is to ensure that contracts are concluded in e-commerce on the basis of the voluntary consent of the contracting parties, to ensure that the contracts concluded in the e-commerce process are consistent with the content and form specified in the legislation, and to establish procedures and procedures for establishing electronic contracts through electronic signature.

RESULTS

In addition, the above-mentioned law establishes procedures for the delivery of goods in order to ensure and protect the rights and interests of buyers in the process of e-commerce and, if the goods become defective, correct their defect or return the buyer's money, these norms serve as one of the legal guarantees for the protection of consumer rights. An example of this is Article 27 of the e-commerce act. According to him

“If the agreement of the parties to the contract does not provide for a different rule, the return of the amount of money paid by the buyer to him is carried out in the same form as the payment for the goods was made. In accordance with the contract, the costs associated with the return of the amount of money paid by the buyer are assigned to the seller. If the amount of money paid by the buyer after the termination of the contract is not returned to the buyer by the seller within the period specified in the contract, the seller pays the buyer a neustoyka (penny) in the amount of one percent of the amount of money that must be returned to the buyer for each deferred day in excess of the In this case, the amount of neustoyka (Penny) cannot exceed the amount of money that must be returned. The payment of Neustoyka (pension) does not exempt the seller from the obligations arising in connection with the termination of the contract.”

We can say that the introduction of the norm in this law serves as a guarantee in the regulation of e-commerce activities in the Republic of Uzbekistan, in particular, to prevent the violation of consumer rights and protect them. Because there are defects or defects in goods in the products and services provided in e-commerce. This leads to a violation of the requirements of the contract, and in such a situation, buyers need to have and practice the same norms in the legislation as above in order to protect their rights.

In e-commerce, consumer protection is very important. High standards of activity of online platforms are the key to effective mechanisms for protecting consumer rights and increasing confidence in e-commerce in general. To ensure best practices, it is essential for ecommerce service providers to develop guidelines and recommendations for consumer protection.

DISCUSSION

For example, in Australia, identifying and verifying sellers is a requirement to prevent illegal trade. E-bay has implemented a vendor assessment and rating system on electronic trading platforms in America. As part of the preparation of a bill on the digital economy in France, the possibility of setting a commitment for platforms to provide practical advice to users is being discussed. It is planned to create a working group to collect and disseminate advanced experience on operational platforms, which will distinguish between professional and unprofessional suppliers².

² [file:///C:/Users/user/Downloads/223-227%20\(1\).pd](file:///C:/Users/user/Downloads/223-227%20(1).pd)

In Asia, Singapore and Japan have emerged as leaders in smart contract regulation. Singapore's Electronic Transactions Act provides clear legal recognition of smart contracts, ensuring their enforceability in various digital transactions. Meanwhile, Japan's regulatory framework primarily focuses on cryptocurrency-related smart contracts, reflecting the country's strong emphasis on digital asset regulation. Additionally, regional cooperation initiatives are being pursued to promote a harmonized approach to smart contract regulation, facilitating cross-border interoperability and legal certainty³

The OECD has made consumer protection in e-commerce a major focus. In March 2016, they completed a review of their consumer rights recommendation in e-commerce. Due to the significant growth of e-commerce over the years and the increasing importance of consumer confidence in the digital economy, a review was necessary. OECD focuses on issues such as online payment security, buying intangible products with digital content, and protecting consumer personal data.⁴

CONCLUSION

From the above, we can conclude that it is much more necessary to protect the rights of consumers in e-commerce. Because in e-commerce, the received sales process and services are in an instantaneous form, which means that consumers can be provided with non-quality services in the delivery of goods and the provision of services, and defective goods can be delivered. To do this, in the process of e-commerce, it is necessary to ensure the protection of personal data of consumers, identify their sellers and introduce alternative methods of dispute resolution.

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³ Eshonkulov J. (2025). The Role of Smart Contracts in Civil Law and Issues of Legal Regulation. Uzbek Journal of Law and Digital Policy, 3(1), 104–111. <https://doi.org/10.59022/ujldp.294>

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