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Jurisdictional Challenges and Consumer Protection in E-Commerce: A Comprehensive Study of Business-to-Consumer Transactions

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ABSTRACT

The advent of the Internet has revolutionized commercial transactions, leading to the widespread adoption of electronic commerce (e-commerce). This study investigates the dynamics of e-commerce, focusing on business-to-consumer (B2C) transactions, and explores the challenges posed by e-commerce in terms of consumer protection and jurisdictional concerns. E-commerce has transformed traditional business models by enabling paperless transactions and providing consumers with a convenient platform to access a wide array of products and services. This shift has also allowed small businesses to reach a broader audience. However, it raises significant issues regarding consumer rights and dispute resolution, particularly in cross-border transactions. A key challenge in e-commerce is determining the jurisdiction responsible for resolving disputes arising from electronic contracts. This study examines the construction of electronic contracts, the role of offer and acceptance in online transactions, and compares consumer protection laws across jurisdictions. It also analyzes legal precedents and practices in resolving jurisdictional conflicts related to online commerce. By evaluating these factors, the study aims to provide insights into the adequacy of current legal frameworks in addressing the challenges of e-commerce and safeguarding consumer rights. Additionally, it offers practical solutions for consumers on issues such as product quality, returns, refunds, and data privacy, empowering them to protect their rights effectively in the realm of electronic contracts.

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INTRODUCTION

The tremendous advancement of technology has resulted in significant alterations to the organizational structure of businesses. One example of such a technical advancement is the Internet, which has developed into a

genuine worldwide phenomenon for commercial and commercial operations. Through the use of the Internet, customers and providers of products and services may take advantage of a multitude of benefits associated with doing business on a worldwide network. When seen from a commercial viewpoint, the internet has a

significant impact on the manner in which organizations do business, including how they interact with other people, the kind of things they produce, the manner in which they distribute their goods and services, and the manner in which they establish themselves in the online market. Several corporations have incorporated it into their operations, making it an essential component of their operations. As the landscape of electronic commerce (e-commerce) continues to undergo fast change, the protection of the rights and interests of consumers has emerged as a primary issue for legislative frameworks all over the globe. Electronic contracts have grown pervasive as a result of the development of digital transactions, giving rise to a transformation in the manner in which people and enterprises communicate with one another and participate in economic operations. The virtual character of these contracts, on the other hand, presents a new set of hurdles with respect to the implementation of consumer protection legislation and difficulties in determining jurisdictional concerns.

The concepts of contract law that are now in use were conceived with the express purpose of addressing and regulating conventional

transactions. Consequently, it is not reasonable to anticipate that every impediment will be addressed as it appears; but, it is also not possible to completely disregard it on the other hand. It is necessary to note that we are unable to adequately oversee and manage the business agreements and transactions that are signed online if we do not extend the main rules of contract law. It is against this backdrop that the current chapter is being discussed.

Conducts an analysis of the many issues of the protection that is provided to the parties that enter into contracts via the use of the Internet, also known as electronic contracts. Because of the expansion of Internet access in India, both rural and urban areas have been able to use the internet. As a result, e-commerce has become more popular with customers who come from a variety of different locations around the nation. The business-to-consumer e-commerce model is now sweeping the market landscape with a consumer-centric strategy, which is a fact that is increasingly becoming more apparent. E-commerce, without a doubt, offers a number of benefits that are not available with conventional purchasing. Additionally, it gives small companies the opportunity to sell their products in a bigger market place.

When compared to the drawback of losing bargaining power in the process, however, the benefits of being able to locate a variety of things in a single location exceed the disadvantage. E-commerce, on the other hand, presents a number of additional issues for customers due to the fact that firms are conducting their operations in a virtual way and from remote locations. The real physical distance that exists between the buyer and the seller is a significant obstacle for the consumer, who finds it difficult to seek redress for conflicts that manifest themselves as a result of electronic transactions. As territorial borders become more porous, the issue arises as to whether or not the jurisdiction of the court to resolve conflicts between the consumer and the seller should be limited to the geographical bounds of the place of business or domicile of the seller. According to the claim of jurisdiction, it is possible to argue that since the e-commerce website may be accessed from the consumer's place or locality, the territorial jurisdiction to adjudicate such disputes that arise out of electronic contracts would belong in the consumer forum where the consumer is situated or dwells. At the same time, it is difficult to argue that a seller should be subject to the same jurisdiction just because they are selling something to a

customer who is situated in a different physical location or neighborhood.

In order to determine whether or not the laws that are now in place are sufficient to settle disputes that arise out of electronic contracts, it is the responsibility of lawmakers to determine whether or not a new and distinct legislation has to be formed in order to satisfy the requirements of parties to an electronic transaction. Based on the literature that is currently available on the topic, it is clear that customers have a number of complaints about online merchants and e-commerce websites. These complaints include issues with faulty or fraudulent products, product return and refunds, trust issues, and the disclosure of personal information, among other things. Due to this, there is a significant amount of additional work that has to be done in order to safeguard customers in this new virtual marketplace. The application of current laws to electronic contracts is the primary subject of this research, which is based on the information presented above. This research intends to add to the continuing conversation on jurisdictional approaches to consumer protection in electronic contracts by synthesising ideas from legal literature, case law, and regulatory developments.

Specifically, the topic of this analysis is jurisdictional approaches. The purpose of this document is to provide policymakers, legal practitioners, and other stakeholders with information on the ever-changing difficulties and possibilities in this dynamic industry, with the ultimate goal of promoting a framework that is more resilient and responsive by protecting the rights of consumers in the digital era. In order to determine the formation of an electronic contract, it takes into consideration the manner in which an offer and acceptance are made in electronic form. The concerns that arise as a result of business-to-consumer e-commerce are brought to consumers' notice, especially those pertaining to jurisdiction and choice of law. It sheds light on customer contracts that are entered into by customers via e-commerce websites such as Amazon and other similar websites. Second, it does a comparative analysis of consumer protection legislation in order to have a better understanding of how problems associated with electronic contracts are addressed and what India may take away from this. In the third place, it examines the precedents that have been established by the courts in the process of addressing jurisdictional conflicts that have arisen as a result of electronic

contracts. Therefore, this research is essential to companies that conduct transactions with customers via the medium of the Internet. Additionally, it is significant to businesses that give solutions to customers who are dissatisfied with their purchases. These solutions would allow customers to protect their rights in the event of disputes that arise from electronic contracts.

REVIEW OF RELATED LITERATURE

This paper adopts a comparative method to examine the legal mechanism developed by United States and European Union with respect to e-contract law. This approach enables the researcher to critically analyze the rules and the principles implemented across the countries and what India can adopt and incorporate in the legal system to better resolve the issues arising out of e-contracts. The paper also incorporates comparative assessment of consumer protection laws related to e-commerce transactions. It is important to be familiar with exhaustive material on the subject, so that the researcher could find the gaps, identify the area which has not been covered by previous researchers, bringing originality to the work, that can be distinguished from others work and recommend solutions based

on the findings. The following is the research undertaken by different authors around the world on the subject. Chris Reed in his book identifies the fundamental legal issues arising due to the emergence of Internet, which is used internationally as an instrument for communication. He further analyses the different approaches to deal with emerging internet issues and highlights the problems related to internet transactions which every country need to resolve through their legal system. He was of the opinion that “Internet is a new jurisdiction, in which none of the existing rules and regulations applies. The world-wide accessibility of the Internet means that no one legal jurisdiction has de jure or de facto control of these activities. From all this, it is concluded that no jurisdiction has any control.”

In this context, his book examines the cross border law existing in U.S and other countries to ascertain how internet related issues are being handled. He questions whether there is a need to regulate and if so, whether it is enforceable in a lucid and cogent manner. Thus, he made a distinction between applicability and enforceability in Internet related issues and points out that it is easy to adopt laws which can be applied to Internet transactions but it is difficult to draft practically enforceable laws to settle

disputes arising out of electronic transactions. Lastly, the author concludes that the difficulties and challenges related to Internet are improbable to be resolved by complying and enhancing existing laws¹. (Chris Reed, Internet Law, Text and Materials, Cambridge University Press, 2nd edn., 2004)

Lorna Gillies discusses jurisdictional rules developed in United States and European Union for settlement of disputes related to consumer e-commerce contract. She analyses the scope and applicability of laws through numerous judgments. Her book describes the development of applicable law in EU i.e. Brussels I Regulation and Rome I Regulation. It further analyses the protection afforded to consumers by both the above regulations. Indeed, the descriptive discussion of EU and US law in this specific area helped the researcher to make a comparative study in the context of how international law deals with consumer issues arising out of electronic contracts.

¹ Rohendi, A. (2015). Consumer Protection in the E-Commerce; Indonesian Law and International Law Perspective, Ecodemica.

Electronic Commerce in International Private Law: A Study of Electronic Consumer Contracts was published by Ashgate Publishing Limited in England in 2008, and it was the first edition of the book written by Lorna E. Gillies. In his book, Colin Combe discusses how the Internet has altered the regulations that govern business and how it has opened up new options for both consumers and enterprises in this electronic environment. His explanation of the idea of e-business, as well as its nature and features, is followed by a discussion of the most significant challenges that are faced by the many parties participating in e-business. In addition, the author focuses on the management and formulation of e-business, as well as its implementation and assessment of the system that it is a part of. For the purpose of educating the industry on how to effectively conduct e-business, the discussion on the aforementioned factors is being conducted. Researchers were able to have a better understanding of the process of e-business and its influence on the present environment as a result of this.

Colin Combe's Introduction to E-Business Management and Strategy, published by Butterworth-Heinemann in the Netherlands in 2006, is the first edition of this book. In

his book, Faye Fangfei Wang gives an analysis of the legal systems that have been formed in China, the European Union, and the United States with regard to the topic of internet jurisdiction. Furthermore, he investigates the existing jurisdiction and choice-of-law regulations that are applied to electronic transactions. Additionally, he investigates the legality of the relevant law in business-to-business and international transactions. contracts between businesses and their customers via electronic means. In his work, the author makes the argument that online dispute resolution (ODR) is one of the most appropriate and effective mechanisms for resolving jurisdictional conflicts that arise out of business-to-consumer electronic transactions, as well as for establishing trust and confidence between the parties involved. Additionally, he acknowledges the obstacles that stand in the way of the deployment of the ODR mechanism due to the lack of an integrated pattern for ODR practices. As a result, he encourages the creation of solutions that will make ODR more accessible on an international basis. In 2010, Faye Fangfei Wang published an article titled "Internet Jurisdiction and Choice of Law" published by Cambridge University Press. The author, R. K. Singh, provides a

comprehensive analysis of the notion of electronic commerce as well as the many different types of business models. In addition to this, he outlines the legal difficulties that are associated with the transactions from e-commerce. In his book, he recounts the emission of electronic contracts between parties over the internet, how these contracts are produced, and the legality of these contracts by invoking the rules of contract law. Additionally, he discusses the communication rule that is applied to electronic commerce. In addition to the United States and the European Union, he examines the court declarations that have been made about issues that are associated with electronic contracts in India. Last but not least, the author examines the consumer protection regulations that are in place in India and compares them to those in the United States and the European Union. 2016 Lexis Nexis edition of R. K. Singh's book "Law relating to electronic contracts," which was published in 2015. In the essay that she wrote, Sharon Christensen provides an analysis of the recent legal changes that pertain to transactions that are created online. With the intention of drawing attention to the distinctions that exist between conventional paper contracts and electronic contracts, she provides a

description of the process by which electronic contracts are created. In addition, she investigates the legal difficulties that are brought up throughout the process of forming electronic contracts in order to determine whether or not electronic contracts are legitimate. A number of problems were brought up in this article, including the following: "the exact moment in time when an electronic contract has been formed? In order to reduce the legal significance of the location where the contract is created, what requirements have to be included in an electronic contract? The parties to a building contract may choose to administer their agreement in an electronic format if they so want.

context, what communication protocols must to be set at the time of contract creation in order to prevent the incidence of errors that are made by accident throughout the administration process? In the event that an electronic assurance is not written down and signed, what measures may be done to reduce the likelihood that it would be deemed unenforceable? At the end of her discussion, she comes to the conclusion that the challenges surrounding electronic contracts need legislative consideration. Until that time comes, it is up to the courts

to rely on the contractual principles that have been formed and used under the conventional rules.

In conclusion, there is a substantial amount of court pronouncement in the region, which has caused consumers to experience uncertainty. According to Sharon Christensen's article titled "Formation of Contracts by Email: Is it Just the Same as the Post?" and As stated in 1 QUTLJJ 26 (2001). In their work, Donnie L. Kidd and William H. Daughtrey characterize electronic contracts as a kind of electronic means to enter into an agreement whereby the parties agree to the terms of the agreement. Within the scope of this study, the application of current laws to electronic contracts is investigated. It provides a more in-depth analysis of the problems that arise from electronic contracts, such as jurisdiction, choice of law, and other situations.

The author acknowledges that the conventional contract law does not need to be modified as a result of the emergence of electronic contracts. When it comes to the enforcement and regulation of electronic contracts, society should not be under the impression that a separate legislation is required to be drafted. Nevertheless, it is not

reasonable to assume that conventional law will continue to be inactive in spite of the proliferation of contracts that are constructed electronically. Last but not least, the author contends that the problems that are caused by electronic contracts may be resolved by using common sense and the contract law that is already in place.

The article "Adapting contract law to accommodate electronic contracts: Overview and suggestions" was written by Donnie L. Kidd and William Daughtrey and published in the 12th issue of the Rutgers Computer and Technology Law Journal (200). In their essay titled "Consumer Protection and the Internet," Patrick Quirk and John Rothchild discuss the challenges that customers have while engaging in transactions related to online shopping. Among the many topics that are covered in this article are clickwrap and browsewrap agreements, fraud, intermediary responsibility, and more issues.

Disputes between customers in online commerce may be caused by unjust contract conditions and other similar issues. In addition, the author suggests that consumer protection in traditional transactions is comparable to consumer protection in

transactions that take place via e-commerce. Regardless of whether he interacts in an offline or online market, the person who breaches the laws protecting consumers is the entity that is selling the product. Last but not least, the expansion of electronic commerce does bring up new challenges in terms of consumer protection, and the Internet, in general, removes the obstacle for those who participate in acts that are either fraudulent or unfair. "Consumer Protection and the Internet," written by Patrick Quirk and John Rothchild, was published in the Handbook of study on International Consumer Laws by Edward Elgar Publishing Limited in 2018. The book pages range from 308 to 339.

RESEARCH STUDY

Both doctrinal and non-doctrinal approaches were used in the research that was conducted for this subject. Critical examination of primary and secondary sources is the foundation of the study that is conducted in the field of doctrine. Primary sources consist of the applicable national laws, case laws, and new legislation, such as the Consumer Protection Act of 2019, among other statutory provisions. Secondary resources consist of things like books,

essays that have been published in reputable journals, the report of the Law Commission, and suggestions that have been made by international organizations. The second part of the paper takes a comparative approach to investigate the consumer protection rules that are in place in the United States and the European Union to deal with disputes involving online commerce. Additionally, the research investigates the recent changes that have been brought about by the Consumer Protection Act of 2019 in relation to online retailers. Thirdly, it employs comparative technique to discover how e-commerce issues are dealt by courts in various countries across the globe and at the same time examine the jurisdictional capabilities of Consumer Forums in India to resolve disputes arising out of electronic contracts.

The application of the Information Technology Act and the Contract Act is addressed, and the insufficiency of the legislation is brought to light via an analysis of the remarks made by a variety of Consumer Forums and Courts. The purpose of this study technique is to further establish if the redressal mechanism that was given under the Consumer Protection Act of 1986 was enough to settle the question of

territorial jurisdiction with respect to transactions that took place via e-commerce.

It is essential to investigate the manner in which the courts in India handle jurisdictional issues and to investigate the protections that are provided to customers in the realm of online shopping. One of the most significant challenges that electronic commerce presents is that it dematerializes the location of the parties involved and the site where their contractual activities take place. This makes it difficult to ascertain the location of the parties and the commercial activities that they engage in in a way that is both definite and predictable. To put it another way, when parties from different countries enter into obligations via the use of the internet, it is impossible to ascertain the location or identity of the other party. As a consequence of this, it becomes difficult to demonstrate the jurisdictional protection that is granted to the customers who have been wronged.

In addition, the default conditions that are given on the websites that are used for e-commerce bind the parties who are entering into the contract. There are many instances in which the contract itself stipulates that in the event of a disagreement, the courts of a certain state (also known as a "choice of

forum" provision or "forum selection" clause) will have the authority to hear the case. Considering that the contract is "pre-formulated" and "no negotiated" by the corporations involved in e-commerce, it has the potential to provide a significant obstacle for customers in the event that a dispute occurs. When it comes to the e-commerce industry, it is possible to assert that customers are not adequately safeguarded against contractual terms and circumstances that are unjust. Therefore, consumers are seen to be a weaker party, and as a result, they need to be safeguarded against inequitable choices of jurisdiction. Therefore, in order to identify jurisdiction in electronic contracts, it is necessary to concentrate on the conditions that have been mutually agreed upon by the parties involved, who are the consumer who is being wronged and the seller who is being accused of wrongdoing. The location where the contract was really carried out is the most important factor to consider when it comes to settling disputes via the right venue. It provides the court with the ability to make decisions on the jurisdiction in a fair and impartial way. In light of this, it is imperative that electronic contracts that are entered into via e-commerce websites be differentiated from conventional contracts in

order to safeguard customers from the unfair competitive advantage that is bestowed by e-commerce⁸.

JURISDICTIONAL CHALLENGES IN ELECTRONIC CONTRACTS

The advent of digitization has made it possible for customers to quickly engage in transactions via the use of websites that are dedicated to e-commerce. These kinds of transactions that take place between customers and businesses via the use of the internet are referred to as electronic contracts. On the other hand, these electronic contracts may give rise to disputes between parties based on a variety of situations, including but not limited to the following: items that are false or faulty, the return and reimbursement of products, unjust conditions in the contract, and so on. These topics were covered in the chapter before this one. When it comes to obtaining refunds and redresses, the vulnerable consumer finds it difficult to do so since the terms and conditions of websites are left up to interpretation. Similarly, since the landscape of the e-commerce industry is constantly shifting, the customer has no choice but to file a complaint against the seller in the customer Court. This is because

the consumer has no other alternative. All of these consumer complaints that are a result of electronic contracts fall within the purview of the Consumer Disputes section.

A consumer dispute is defined as "a dispute where the person against whom a complaint has been made, denies or disputes the allegations contained in the complaint," according to the Consumer Protection Act of 2019, which was passed in 2019. 1. After the complaint has been submitted to the consumer court, the court is obligated to examine whether or not it has the authority to make a decision about the matter. "Whether it has subject-matter jurisdiction, that is, jurisdiction to entertain specified classes of cases, and whether it has personal jurisdiction, that is, jurisdiction to subject persons or things to the process of the courts or administrative tribunals of the State," is the question that is decided by the court in the United States.

JURISDICTIONAL POWERS OF FORUMS/ COMMISSION IN ELECTRONIC CONTRACTS: PRE-EXISTING APPROACH

Over the course of the last several years, a significant number of transactions have taken place between customers and

businesses that sell goods or services over the internet. The unfortunate reality is that these transactions may sometimes result in disagreements amongst the parties involved. Due to the fact that transactions are conducted online, the question arises as to which court has the authority to decide the dispute. Is it the location from where the customer completed the online transaction, often known as it being the location where the customer typically dwells, or is it the location where the seller has his company situated? It is of the utmost importance to take into consideration the binding force of conditions that have been mutually agreed upon, which cannot be disregarded by the courts when they are deciding any dispute that may arise within the context of the agreement. Without first consenting to the terms of the online user's agreement, which requires the consumer to click the "I AGREE" link, no user will be able to complete the online purchase or booking successfully. Maintaining the integrity of such agreements could seem to be a desirable course of action. On the basis of these articles of the Civil Procedure Code and the Consumer Protection Act of 1986, it is worthwhile to investigate the cases that are brought before the courts in relation to online sales, the booking of hotels by

customers, and a variety of other problems that are associated with these instances. To begin, one of the most significant cases is *Bharathi Knitting Co. v. DHL Worldwide Express Courier*, in which the Supreme Court was asked to decide whether or not the State or National Commission possesses the authority to change the terms of a contract and award damages that exceed the limit that is specified in the contract. This is particularly relevant in situations where the parties to a contract have already settled their liabilities, such as in the form of liquidated damages. In the current instance, the appellant and the respondent entered into a contract about the exportation of products that were to be supplied to the German customer. The terms and circumstances of a contract are such that the appellant's responsibility for losses is limited to a certain amount. On the other hand, the cover was not able to prevent it from reaching its destination, and the appellant was the one who suffered the loss. In response to an appeal that was submitted to the National Commission, the commission decided that the appellant's obligation is restricted to the amount that was specified in the contract. The disgruntled appellant filed the issue before the Supreme Court in order to

increase the required maximum of damages that was indicated in the agreement.

JURISDICTIONAL POWERS OF FORUM/COMMISSIONS IN ELECTRONIC CONTRACTUAL DISPUTES: PRO CONSUMER APPROACH

When one looks at the decisions that were handed down by the High Court as well as the different State Commissions and National Commissions, one discovers that in cases involving e-commerce disputes, the court that has jurisdiction is the one in which the defendant does his business, which means that the court that has jurisdiction is the one in which the defendant's branch office is situated. The idea that a cause of action emerges at a location where reservations for tickets were made online or where payment was made for products or services was rejected by the judges. To put it another way, regardless of the location from where the customer engaged into an online transaction, whether it was his place of residence or any other location from which he booked the tickets, the jurisdiction that would be used to settle the dispute would be the location where the seller or defendant does his business. By doing so, it

undermined the purpose of the Consumer Protection Act of 1986, which was enacted with the intention of safeguarding the interests of consumers and providing mechanisms that are both efficient and economically appropriate for the requirements of consumers. After reading over the terms of the Act, it is immediately apparent that it is fair to the vast majority of customers who participate in traditional shopping. As a result of the introduction of e-commerce in India, the number of transactions that take place online is dramatically growing.

With regard to the question of whether or not consumers who shop online may benefit from the jurisdictional principles that are outlined in the Consumer Protection Act of 1986, or whether or not it would be necessary to make adjustments or create an entirely new legislation in order to keep a balanced approach for the parties involved. In this context, it is essential to take into consideration the remarks that were made by the Supreme Court of India in the case of Lucknow Development Authority v. M.K. Gupta, 18 which said that "the provisions of the Act are to be construed in favor of the consumers, to achieve the purpose of enactment, as it is social benefit oriented

legislation." In addition, the Supreme Court made the following observation in the case of State v. S.J. Choudhary: "It is presumed that Parliament intends the court to apply to an ongoing Act a construction that continuously updates its wording to allow for changes that have occurred since the Act was initially framed (an updating construction)." Even if it is still the law, it should be considered as if it were always speaking. This implies that the wording of the Act, while if it is inevitably rooted in its own period, is to be understood in line with the need of treating it as current law¹⁰, regardless of the date on which it is applied.

In the process of interpreting an Act that is now in operation, the interpreter is required to make the assumption that Parliament intended for the Act to be implemented at any point in the future in a manner that would effectually give effect to the genuine original purpose. Therefore, it is the responsibility of the interpreter to take into account any significant changes that have taken place after the Act was passed, for example, in the legislation, social circumstances, technological advancements, the meaning of words, and other topics. In addition, the Supreme Court, in the case of SIL Import v. Exim Aides Silk Importers, 20 acknowledged the critical need to interpret

rules by devising procedures that would allow for the development of technology. It has been observed that "Until there is specific legislation in regard to the jurisdiction of the Indian Courts with respect to Internet disputes, or unless India is a signatory to an International Treaty under which the jurisdiction of the national courts and the circumstances under which they can be exercised are spelt out," the Indian Courts will be required to give a wide interpretation to the statutes that are currently in place for the purpose of deciding Internet disputes.

EXTENDING TERRITORIAL JURISDICTION IN E-COMMERCE TRANSACTIONS

The location of the contract and the cause of action that arises as a result of connected elements will determine whether or not the court has jurisdiction over the topic of a contract.²¹ When a disagreement arises as a result of electronic contracts, the most important issue to ask is whether or not a specific court has the authority to decide the dispute. In accordance with the provisions of Section 11 of the Consumer Protection Act of 1986, the jurisdiction is established "where the opposite party/defendant's carries on his business or personally works for gain

or where cause of action arises." However, when dealing with transactions that include e-commerce, it might be difficult to determine the precise location of the defendant's firm or the area where the true cause of action originates.

CARRYING ON BUSINESS

Based on the background information presented above, the incidents that are discussed below are pertinent in order to have an understanding of the concept of "carrying on businesses" in the e-commerce industry. *Casio India Co. Ltd. v. Ashita Tele Systems Pvt. Ltd.* is an example of such a case. In this particular case, the High Court of Delhi made the observation that "once access to the defendant's website could be had from anywhere else, jurisdiction could not be confined to the territorial limits of the place where the Defendant resided." Furthermore, the fact that the defendant's website could be accessed from Delhi was sufficient to invoke the territorial jurisdiction of a court in Delhi.

Following closely behind is the case of *(India TV) Independent News v. India Broadcast Live*, 25 in which the Delhi High Court reversed the decision of *Casio India* and arrived at the conclusion that "if the

Defendants website is interactive, permitting browsers not only to access the contents thereof but also to subscribe to the services provided by the owners/operators, is sufficient to invoke the territorial jurisdiction of the court." In another case, *Banyan Tree Holding (P) Limited v. A. Murali Krishna Reddy and Anr.*, 26, the court was asked to decide whether or not it could entertain the present suit in the absence of a long arm statute, taking into consideration the current state of the law, in particular Section 20 of the Criminal Procedure Code, and the impact, if any, of the Information Technology.

In the recent case of *Impresario Entertainment v. S & D Hospitality*, 31, the question that was raised before the Delhi High court was whether or not it had the territorial jurisdiction to hear the case that was made by the plaintiff on the problem that the defendant had called a drink "Hyderabad Sing" that is similar to his drink. Zomato and Dine out were the parties that entered into a deal with this establishment, and the website contains information on the menu. On the other hand, the plaintiff's registered office was located in Mumbai, whilst the defendant's registered office is located in Hyderabad. In regard to

the aforementioned matter, the Court differentiated between "Purposeful availment" and "purposeful avoidance" and made the observation that "in order to establish the case, it was incumbent upon the plaintiffs to show that the defendants had purposefully tried to target the customers of the jurisdiction of forum State."

CAUSE OF ACTION

"The term cause of action has not been defined in an Act; therefore, it is necessary to interpret it while taking into consideration the context in which it has been used and the purpose of the legislation." 33rd The Supreme Court of India made the following observation in the well-known case of *Advocates Association v. Union of India*³⁴: "it would be open to a litigant who is the dominos litus to have his forum convenient, and he has the right to go to a court where part of his cause of action arises." In addition to this, the question of where the cause of action originates must be left up to the court to decide in each and every particular instance. When it comes to cases involving disagreements that are based on contracts, the Supreme Court made the following observation: "In the matter of a contract, there may arise causes of action of

various kinds."

In a lawsuit for damages for breach of contract, the cause of action is the formation of the contract as well as the breach of the contract. This means that the lawsuit may be brought either at the location where the contract was made or at the location where it should have been fulfilled and the breach happened. As a component of the cause of action, the formation of the contract is included.

As a result of the aforementioned situations, it is possible to see that the majority of online transactions are carried out by customers when they are seated at their respective locations and using the Internet. For this reason, the location of the locations from where the online transaction has been completed, such as when items have been ordered or payments have been made, is something that has to be taken into consideration when deciding the jurisdiction of the Consumer Forum or the State Commission. It is thus necessary to take into consideration all of the aforementioned aspects in order to determine the jurisdiction of the Forum. The concerns were brought to the attention of the lawmakers, and as a result, a significant step was made for the purpose of protecting the interests of consumers by implementing a new

Consumer Protection Act, 2019. The adoption of a new paragraph for the purpose of initiating a complaint, which states that the complaint must be filed "where the complainant resides or personally works for gain," was a comfort to a great number of customers who had been wronged. However, it is of equal significance to guarantee that the law is applied in a consistent manner by the courts in order to provide consumers with improved protections in the event that disputes arise from electronic transactions.

CONCLUSION

One might get the conclusion that the consumer protection system has been confronted with jurisdictional issues as a result of the advent of e-commerce. Despite this, lawmakers have made efforts to address the concerns of consumers by ensuring that the redresses system is both fair and provides sufficient remedies. Despite this, there is still a worry over the location of the cause of action in the event of a disagreement between the parties regarding an electronic contract. There have been a number of cases in which the courts have adhered to the conventional approach by deciding that jurisdiction would be located

in the location where the defendant conducts his business and by maintaining that the mere accessibility of an e-commerce website from a particular location does not constitute an invocation of the jurisdiction of the court in that location. In the landmark case of *Spice Jet v. Ranju Aery*, the court went against the conventional approach and decided that jurisdiction is based on the location where the consumer entered into the contract. This means that if a consumer accesses the website from a specific location and then purchases goods from that location, the court in that location will have jurisdiction over the case. In order to do this, Consumer Forum makes extensive use of decisions made in the United States. However, it is concerning that courts in the United States are itself formulating norms about the jurisdiction of e-commerce, and that courts in India are following the example of the United States courts. For this reason, it is high time that lawmakers play the role that is rightfully theirs in the process of developing a complete solution and a distinct national legislation to further ease access to justice for consumers working with electronic contracts.

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