

A study on Analysis of E-contract issues in E-tailing

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Abstract: The Globalization has led to transformation in technology, Due to the augmented use of computer, smartphones and internet has led to born of Electronic contract. E-Contracts are initiated to flourish contracts for business and consumer related services. It also implements and formulates e-business and standard contracting policies. E-Contracts specified where cautiously as per the contract requirements of the parties. The E-contracts have not capability to lever multifaceted dealings among parties to an e-contract. The Standard form of contract has become complex and their by restricting the decisions of the consumer. In recent years the e – contracts have acquired prominence in terms of flexibility, suitability and there is alarming increase in e contracts in india. The Article contends that the current Indian contract act law is deficient to secure the rights and benefits of consumers in B2C e-contracts.

Keywords: e-tailing, Legal issues, e-Contract, online shopping, e-fraud issue

I. Introduction

The Indian Market has witnessed a revolution in e-retail market. The Digitalization has cemented multifaceted ways to the consumer to make his life more comfortable than ever. Today, all the online buying happens only on the fingertips of individuals and by ordering food, book travel tickets, electronic goods etc. The Consumer making decisions through finger tips doesn't know that he is obliged to himself to the set of norms and conditions without assessing the future consequences of it. In e-Contracts we come across that these are standard form of contracts that are formulated by one party and these are having non-negotiable terms in it. So in many cases the consumer is placed with no alternative to agree on the terms of contract.

The Paper analysis the validity of e-contract and the issues concerned in the creation of electronic contracts. It also tests The Indian contract act scope and its applicability in consideration of traditional principles with current scenario. The Paper also testifies the competence of the law in dealing with change circumstances in the light of e-contract and its pitfalls. The paper also address the problems faced by the e-consumer and understand that where does the Indian law stands and how it is operational to response to the issues of e-consumers.

II. Literature Review

1) "E-contracts" In the case of Trimex International FZE Ltd. Dubai v/s Vedanta Aluminum Ltd. The honorable Supreme Court has accepted that interaction of parties through the means of mail will also determine the valid contract. It also expressed that minor are more indulge and also enter into contract because of present online setting and online medium is used by teenagers very frequently to buy products or services.

2) "Legal Regulation of Electronic Marketing" by Mindaugas Kiškis in 20th September 2010. This article sheds light on how e- shopping has created a societal value to the the world. Competition in e shopping and

consumer are simple but putting the privacy at personal risk. Some of Survey in Lithuania and European countries on e-marketing regulations dig more varied and vague valid norms. The Lithuanian legislation strategically focus on the European framework of e-commerce. Doctrine for prospect working of e- shopping shall be based on acceptability of e- tailing to customers.

3)" E-Commerce in India" by Nishith Desai Associates, July 2015 sheds light on the speedy rate of expansion of the e-commerce business, and signifies that same is not only indicative that people acceptance to the technology is increasing day by day and because of which there are some legal issues faced by the states. There has been a drastic change when internet was initial started and up to today, where now internet has been important aspect of human life. The state has been continuously trying to change the laws according the changing situation which do prevail in the state and in accordance with the domestic law, but still it is becoming difficult for the nations to cope up to the arising situation. So there needs to be a depth indulgent of arising issues and problems to redress them in legal manner.

4) (**K.SusheelBarath and Dr. V.Mahalakshmi 2016**) describes that feasibility of e- commerce is pointing of the growing approachability of the people towards online platform and also given arisen to some of the issues which will faced by the domestic country within its territory. Internet is becoming the most important necessity of all human life and it has long way ahead. The legal system has constantly tried to catch up especially with the enactment of the various rules under the IT Act to deal with a host of issues emerging from the use of internet. There have been more issues in relation intellectual property it terms of duplicating and deceiving the users. The admissibility of such evidence in the form of electronic is allowed in Information technology Act, 2000 and also states the penalties and offences for the crime. The IT act 2000 only recognizes the validity of e – contract and thus it should understood by studying the Contract Act of 1872 to decide the legality of the contract.

III. Objective of the Study

1. To understand the formation of traditional contract and E-contracts.
2. To study the legal issues involved in E – tailing.
3. To examine the E – jurisdiction issues.
4. To identify new ways to resolve the e-contract issues in future.

IV. Research Methodology

(a) Coverage of the Study: This research paper is confined to study of Future of e-tailing in India.

(b) Source of Data: The study is based on primary data collected through Google forms.

(c) Data Analysis: Analysis of data and information from Google forms were made keeping the objectives of the study in mind.

(d) Sample of Size – 390

(e) Type of Research – Exploratory & Descriptive

V. Table of Analysis E-contract issues

| Sl.No | Questions | Yes | No | Yes (%) | No (%) | Total Samples |
|-------|-----------------------------------|-----|-----|---------|--------|---------------|
| 1 | Whether e-contract is enforceable | 221 | 169 | 56.7 | 43.3 | 390 |

| | | | | | | |
|---|---|-----|-----|------|------|-----|
| 2 | Whether supplier giving details of product amount to offer | 248 | 142 | 63.6 | 36.4 | 390 |
| 3 | Do you know the ways to resolve the issues arising out e -contract | 227 | 163 | 58.2 | 41.8 | 390 |
| 4 | Have you faced any problems while doing cross border shopping | 245 | 145 | 62.8 | 37.2 | 390 |
| 5 | Are you interested in making any changes from sellers point of view | 293 | 97 | 75.1 | 24.9 | 390 |

1)The e-contract enforceability is nominally not known to consumers who do shopping online but in case of any issue born out of these e - contracts which do they make and they don't have any solution or means to resolve the issue. Still 43.3% don't know that the agreement which they are making would have serious consequences and replication of these contracts.

2)Most of the consumers are not aware of invitation to offer and offer, because giving details of product on website amount to inviting consumer to make offer.63.6% of feel it is an offer and it shows the level of awareness of consumer towards online shopping.

3) Most of the time the consumers feel that they know how to resolve the issue but they don't step to the ladders of the court. A common tendency of consumer is that there would be delay in justice if they opt for civil proceedings and people are not much aware of consumer readdressal forums. People even don't want seek justice because lengthy proceedings, attending the case is not feasible and frequently attending session is not possible.

4) The consumers are facing new type of problems like online company is situated in another country and only payment gateway is from the domestic country and most of time these company deliver who make prepaid orders, but after making the order they will not send you the product and in case of issue we cannot take action against payment gateway, and if you ask they will not provide the details of company or other related information. Another party situated in another country will not send your product and same as been reflected in study with 62.8%.The jurisdiction will also create a problem because parties are from different countries and governed by different laws. The silence of international law on it give arises scope for such crime.

5) The consumer feels that the consumers want seller to change the norms of the contract and they feel as one sided because of the express contract and seller only dictate the terms and there is no scope for buyer to put forth his view. If you wish to buy then you need to buy the products and you don't have other possibilities left with the customers. In the above case we do find more customers want to change terms of contract from the seller's point of view.



| Sl.No | Relevant words | Frequency | Relevance |
|-------|-----------------|-----------|-----------|
| 1 | Online Shopping | 7 | 0.992 |
| 2 | Legal rules | 4 | 0.661 |
| 3 | Online Punch | 3 | 0.496 |
| 4 | Return policy | 3 | 0.496 |
| 5 | Present trends | 3 | 0.496 |

The above world cloud shows the relevance and the majority of customers’ suggestion as there sentiments towards the online shopping. If you analyze specific suggested word in sentiment analysis online it clear shows that the words suggested by consumers are 94.6% are negative.

Conclusion

Due to feasibility in Acceptance of technology and viability of internet. There is potential increase in the e-commerce market in India. The Changing work habits and consumers opting for adaptability and convenience had made the consumers to adopt the new ways buying the products with minimum diligence. The transformation and paradigm change in the rural and urban areas with consumerism has significantly made customers to buy and sell the products through online. The online contracts cannot be addressed in terms of the mechanical changes but need to change the fundamentals of relationship and subject matter and expectations of consumers according to the changing situation and issues of time. India has responded to technological changes and enacted Information technology act 2000 in modeled to UNCTRAL model law, but this law departs in many respects from the spirit of the UNCTRAL law.

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