

## CONSUMER LAW PROTECTION OF GOODS FOR SALE THROUGH ONLINE IN MALAYSIA

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### ABSTRACT:

Every person has the right to recognition, guarantees, protection and certainty of law that is fair and the same treatment before the law. Consumers as users of goods should have obtained guarantees for goods used, but in the field there are still many consumers who are tricked into buying and selling online who rarely report to law enforcement officials due to lack of education. What is advertised with the reality that many are not appropriate so that consumers suffer losses. The problem in this research is how the legal protection for consumers in buying and selling online. This research method uses a normative juridical approach, by collecting library study data, to determine the form of protection. The data obtained were analyzed qualitatively. Based on the results of the study found that consumers legally get legal protection in the form of supervision and guidance. The Malaysian government imposes civil sanctions in the form of compensation for naughty producers, so there is a guarantee that if goods purchased online are damaged, then the consumer has the right to sue for the online goods producers.

**Keyword:** *Law; Consumer Protection; Sale Through Online.*

### INTRODUCTION

The growth of personal computers and the Internet created opportunities for e-commerce in the late 1990s and early 2000s. The current potential of m-commerce far exceeds that of e-commerce, given the increasing number of people who own mobile phones. IDC believes that by 2013, the number of mobile Internet users worldwide will surpass 1 billion users.

Consumer is every user of goods and services available in society, both for the benefit of themselves, family, other people and other living things and not traded. The consumer is a very important person for an entrepreneur because they are able to develop a business. As with any behavior owned by a consumer, an entrepreneur will usually succumb and serve the consumer so that a satisfying buying process takes place. Buying and selling transactions in cyberspace or e-commerce is an internet product which is a computer network that is connected to one another. In one network there is a series of many computer terminals that work in an electronic communication system.

In the case of products being sold online for example, if there is a complaint against a product, what happens is a dispute between the buyer (consumer) and the seller, not necessarily reaching the producer. That is, the problem is left to be a horizontal case because there is no protection by the state.

However, instead of being protected, Malaysian consumers are often in a weak bargaining position. The consumer is not yet independent. Supposedly, consumers can determine the goods to be purchased, determine the quality of the requirements you want (requirements). Thus, producers do not cram their goods arbitrarily. Moreover, rotten goods, obsolete technology, do not care about health, and so on.

The Malaysian trade minister said that there are still many consumers who are deceived in buying and selling online. What is advertised with the reality that many are not appropriate so that consumers suffer losses.

From this description, the researchers are interested in taking the title with the theme "Legal Protection in Buying and Selling Online in Malaysia".

### **Problem**

The problem in this research is how the legal protection for consumers in buying and selling online ?

### **Research Methods**

This research method uses a normative juridical approach, with data collection from literature study. The type of research design used is Descriptive Design. The data analysis technique in this study uses a qualitative analysis technique, which is a method that emphasizes the aspect of in-depth understanding of a problem rather than looking at the problem for generalization research.

### **Discussion**

The main legal provision for consumer protection in Malaysia is the Consumer Protection Act (CPA) of 1999. The CPA is said to encourage the establishment of various consumer protection mechanisms in Malaysia, and to bridge the gaps that might occur in other major legal provisions, which might not be sufficient in protecting consumers. The CPA has been amended several times since it took effect in order to cover a variety of problems that arise related to consumers, including the inclusion of e-commerce and unfair contract terms until the most recent changes on April 26, 2017 related to the inclusion of an agreement on the sale of credit goods under the environment Constitution.

Although not clearly stated, under different provisions, the CPA in Malaysia recognizes the basic rights of consumers as follows:

- a. Right to safety (general safety requirements for goods, prohibitions on unsafe goods and services).
- b. Right to information (given information about unsafe goods and services).
- c. The right to vote (consumer refund and replacement options); and
- d. Compensation rights (consumer rights to suppliers of goods and services, producers, etc.).

The CPA provides general safety requirements to ensure consumer safety, prohibits all goods that are not safe enough by taking into account all circumstances, including the manner in which, and the purpose for which, the goods are being or will be marketed, build the goods, use any mark in relation to the goods; and instructions or warnings regarding the storage, use or consumption of goods. (Part 21) Article 32 of the CPA further stipulates that, where goods are supplied to consumers, there is an implied guarantee that the goods have acceptable quality.

According to Article 67 (1) of the CPA, there will be a 'disability' if the safety of the product is not what people generally have the right to expect. The CPA, however, does not impose liability on everyone who is connected to the defective product. If the damage is caused in whole or in part

by a defect in a product, only the manufacturer, brand owner and importer are responsible for the damage. In connection with death, personal injury and property damage caused by defective products, the plaintiff only needs to prove the causal relationship between the damage and the defect in order to succeed in the product liability claim.

From the description above it can be concluded that the Government has conducted supervision and guidance in legislation. The Malaysian government imposes civil sanctions in the form of compensation for naughty producers. Means there is a guarantee if the goods purchased online are damaged, so consumers have the right to sue for losses for the producers of these online goods.

### **Conclusion**

The problem of consumer protection still tends to be lame. Evidenced by the many cases that until now have not yet been completed. Some of them may be trivial, but if examined again it turns out to threaten consumer rights. Such as selling clothes online. What is advertised with what consumers receive is sometimes inappropriate. As consumers, of course this feels very disadvantaged, moreover, many actors make use of their actions to be able to reap more business benefits. The main point in consumer rights is that these consumers have the right to comfort and safety in consuming goods or services. So, if the goods we get turn out to be dangerous for us, then as consumers we have the right to demand security for ourselves from the providers of these goods or services.

The Government has conducted supervision and guidance in legislation. The Malaysian government imposes civil sanctions in the form of compensation for naughty producers. Means there is a guarantee if the goods purchased online are damaged, so consumers have the right to sue for losses for the producers of these online goods.

Like a stake that supports the economic chain, the role of the consumer is very sacred in the development of the industry. By becoming smart and law literate consumers, the sustainability of the market can continue to grow.

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