

Consumer Rights Protection in E-commerce: Bangladesh Perspective

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Abstract:

The alacritous growth in E- Commerce observes the appearance of a new group of consumers known as E - Consumers. Online shopping has attracted the e-consumers due to its opportunities provided from the comfort of one's home. Like many other countries, it has gained popularity in Bangladesh and its youth generation have been used to this sort of transactions. But the consumers feel themselves helpless at the time of getting redress. Inadequate legislation with regard to the protection of E – consumers are of one which is responsible in this occasion. So very often, they find themselves deprived of the right of safety, right to be informed, right to redress that should be guaranteed under specific enactments. The Parliament of Bangladesh has made an enactment named, "Consumers Rights Protection Act, 2009", but it has been failed to be a safeguard in E-transactions due to lack of specific provisions in relation to the protection of e-consumers. Developed countries like Australia, Germany has ensured protections to their online consumers by enacting legislations. They have made such enactments taking in account the highest consideration of the protection of the e - consumers. Recently, The Organisation for Economic Co-Operation and Development (OECD) has made some recommendations on consumer protection in E - commerce to ensure a consumer-friendly online industry. It is high time we made our mind to develop a protected platform for the online consumers. The findings and recommendations presented in this paper might constitute the bedrock for a better e - consumer protection in Bangladesh.

Introduction:

With the incarnation of the e- economy, most people begin to engage in online shopping. In the media, there exists a lacking face to face interaction with consumers and very often it creates difficulties in controlling the process of service.¹ Consumers can neither see the service staff nor the commodity and it paves the easy way to form a sense of bias and complaints. Other risks may be exacerbated in online environment. The protection of e – consumer rights can accelerate the online shopping satisfaction and it may result in overcoming the negative impact of the information asymmetry. Therefore, improving the legal system of online consumer right is particularly significant.

What is E – Commerce:

E-commerce means commercial transactions conducted electronically on the Internet. In other words, if buying and selling of products and services are conducted without using any paper documents, it is known as E- commerce. E- commerce illustrates technologies such as Internet marketing, electronic fund transfer, supply chain management, mobile commerce, EDI ²,

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¹Shuangjun Xu, Research on the consumer Rights Protection in Online Shopping:a Empirical Analysis based on Consumer Credit Law,2015 Vol.9, No.12 (2015), pp.429-438, International Journal of Security and Its Applications. Available at :http://www.sersc.org/journals/IJSIA/vol9_no12_2015/38.pdf, last accessed on 10 september,2018

² Electronic data exchange system (EDI) is the computer to computer exchange of business documents in a standard electronic format between business partners.

inventory management system³, automated data collection system etc. It has blended our study, marketing, business, and entertainment. Worldwide e commerce sales are expected to grow to 4 Trillion dollars by 2020⁴. This statistic clearly shows how rapidly E-commerce is going to rule the upcoming trend.

Emergence of E -Commerce:

1960s -1990s is called the early days of e – commerce and Michael Aldrich from United Kingdom is known as the pioneer of Online E Commerce. He made a connection of modified domestic television via a telephone line to a real time multi user transaction processing computer.⁵ Tim Berners Lee and his friend Robert Cailliau published their Hypertext project in 1990. Lee created the first web server by using NeXT computer the same year and from that day online commerce did not need to look back. At that time the term e commerce meant the process of commercial transactions electronically with the help of the leading technologies such as Electronic Data Interchange (EDI) and Electronic Funds Transfer (EFT) and provided an opportunity for users to exchange business information and do electronic transactions.⁶ In the midst of 2000 the meaning of e commerce was changed and people started to define the term e commerce as the process of purchasing of available goods and services over the Internet using secure connections and electronic payment services.⁷ From 2011 to 2015, these 5 years have experienced the golden era of e commerce. The first digital payment: Google Wallet⁸ was launched, Facebook came up with retailer sponsored stories, Apple Pay introduced as a form of mobile payment for online transactions and most importantly Jet.com was launched as an online shopping portal.⁹

Evolution of E -commerce in Bangladesh:

In Bangladesh, a limited version of e commerce was evolved on late 90s and its purpose was to serve NRBs who were looking for options to send gifts to their beloved ones.¹⁰ But its rapid acceleration was put to an end due to the payment gateway, delivery system, and custom education.¹¹ In 2010, the very welcoming SSL COMMERZ¹² launched their business. After

³ Inventory management system covers everything from production to retail, warehousing to shopping, and all the movements of stock and parts between.

⁴ Vijay Sharma, importance of ecommerce in our daily life, Available at:

<<http://www.klientsolutech.com/importance of e commerce in our daily life>> last accessed 12 August 2018

⁵ The history of E commerce: How did it all begin? <<http://www.miva.com/blog/the-history-of-ecommerce-how-did-it-all-begin>> last accessed 12 August 2018

⁶ Commerce Land: History of E commerce. Available at <https://www.ecommerce-land.com/history_ecommerce.html> last accessed 18 August 2018

⁷ Ibid

⁸ Google Wallet is a mobile payment system developed by Google to store debit and credit card information for online e commerce purchasers. Available at :<<https://searchcio.techtarget.com/definition/Google-Wallet>>

⁹ Parveen Sharma, “ E commerce History and its evolution -The timeline”. Available at:
<<https://www.shiprocket.in/blog/ecommerce-history-evolution-timeline>> Last accessed: 18 August, 2018.

¹⁰RashedMoslem,A Brief History of commerce in Bangladesh, <http://medium.com/@r_moslem/a-brief-history-of-e-commerce-in-bangladesh-e9ec27e29caf> Last accessed: 15 August, 2018.

¹¹ Ibid

¹² SSLCOMMERZ is the first payment gateway in Bangladesh opening doors for merchants to receive payments on the internet via their online stores. Available at
<http://www.sslwireless.com/portfolio_content.php?id=4&page_id=21> Last accessed: 11 August, 2018.

couple of years, we found the inclusion of WIMAX¹³ and it accelerated the e-commerce arena. Recently e-Cab¹⁴ estimates that there are around 700 e-commerce sites and more than 8000 e-commerce pages existing on face book. At present, the following four types of e-commerce are popular In Bangladesh:¹⁵

- Business to Business (B2B)¹⁶
- Business to Consumer (B2C)¹⁷
- Consumer to Consumer (C2C)¹⁸
- Business to Employees (B2E)¹⁹

E-Commerce Protection:

The trend of online shopping is at its peak, with tons of companies getting started with online business all across the world.²⁰ The principle purpose of consumer law is to prevent the abuse of superior bargaining power by the sellers and suppliers of goods and services.²¹ As protection lies as of right for all consumers, e-commerce consumers resides within the orbit. Consumers International²² has recognised the followings as the list of E consumer rights:

- the right of safety
- the right to be informed
- the right to choose
- the right to be heard
- the right to satisfaction of basic needs
- the right to be informed
- the right to redress
- the right to consumer education
- the right to a healthy environment

¹³ Worldwide Interoperability for Microwave Access(WIMAX) is a telecommunications protocol, based on the IEEE 802.16 set of standards. Available at:<<https://www.techopedia.com/definition/5102/worldwide-interoperability-for-microwave-access-wimax>> Last accessed: 11 August, 2018.

¹⁴ E-commerce Association of Bangladesh (E-Cab) is the trade body for e-commerce in Bangladesh.

¹⁵ Bangladesh E commerce. Available at :<<https://www.export.gov/article?id=Bangladesh-ECommerce>> Last accessed: 11 August, 2018.

¹⁶ Business-to-business – “B2B” – refers to commerce between two businesses rather than to commerce between a business and an individual consumer. Available at:<<https://www.shopify.com/encyclopedia/business-to-business-b2b>>, Last accessed: 15 August, 2018.

¹⁷ Business to consumer (B2C) refers to the transactions conducted directly between a company and consumers who are the end-users of its products or services.

¹⁸ Consumer to consumer, or C2C, is the business model that facilitates commerce between private individuals. What is C2C?” Available at:<<https://www.businessnewsdaily.com/5084-what-is-c2c.html>> last accessed: 11 August, 2018.

¹⁹ B2E is business-to-employee, an approach in which the focus of business is the employee, rather than the consumer.

²⁰ Importance of E commerce, Available at: <http://www.eocexpo.com.au/importance-security-e-commerce> (last accessed 12 August 2018)

²¹ Cassim, ”Consumer protection and the Credit Agreements Act” THRHR 1984(47), p.311. also available at <http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.96.7671&rep=rep1&type=pdf>(last accessed 12 August 2018)

²² Consumers International is the membership organisation for consumer groups around the world which was founded on 1 April 1960. Formerly it was known as the International Organization of Consumers Unions.

Why protection of the e-consumers is of greater importance:

There is no doubt that the problems facing consumers online are different to that of offline transactions in many cases. But it is also true that online transactions need some extra protections too. When a consumer purchases anything from visible market, he/she gets the chance to inspect. But an online consumer only proceeds on faith. He cannot but have to rely upon the information that has been produced in the websites. Most of the cases, an e -consumer has to Google it for gathering additional knowledge. This is not sufficient enough to satisfy his right to know about the products and services.

Loopholes of E-commerce in Bangladesh:

Online consumers of Bangladesh have to confront with the following issues:

Information deficiencies or Supernumerary of Information:

Information is of must for ensuring the pragmatic exercise of consumer choice. In online commerce, it is particularly significant as consumers have no way to go into the retail outlet, talk to the merchant or inspect the goods on offer.²³ The Consumers International made a research and its outcome reveals that too few sites provide consumers information about total costs, key terms and conditions of the contract or details of the countries in which they carried out business.²⁴

In Bangladesh, there exists no particular regulatory measure in relation to gathering information in e-commerce. Some legislation accompanied with the common trade practices is present. As the e-consumer cannot prejudge the product unlike the offline consumers, online consumers are in need of gathering more information about the products and services. Sometimes e-consumers have to go through excessive number of information provided by the businesses. It becomes really impossible for a buyer specially a newer one to go through such a big amount of information. As the consumer is not capable of going through it fully, it is capable of creating a long-term curse for a consumer. The consumers may miss some terms and conditions with regard to business deal and such a missing may amount to a great loss for a consumer.

Fraud:

Fraud is an intentional false representation of a fact with the purpose of deceiving another party in order to obtain a profit; like money, goods and sensitive information.²⁵ The Contract Act, 1872 has stated the definition of fraud. Under section 17 of this Act, "Fraud" means and includes any of the following acts committed by a party to a contract, or with his connivance, or by his agent, with intent to deceive another party thereto or his agent, or to induce him to enter into the contract:- (1) the suggestion, as a fact, of that which is not true, by one who does not believe it to be true; (2) the active concealment of a fact by one having knowledge or belief of the fact; (3) a

²³ Consumer Protection Discussion Paper, Standing Committee of officials of Consumer Affairs E commerce Working Party, May 2004 pg :20. Available at :<<https://www.consumer.vic.gov.au/library/publications/resources-and-education/research/online-shopping-and-consumer-protection-2004.pdf>>(last accessed 12 August 2018)

²⁴ Ibid

²⁵Fraud in e-Commerce -What is fraud? Available at: <<https://www.clearhaus.com/blog/fraud-in-e-commerce>>, (last accessed 12 August 2018)

promise made without any intention of fraudulent it; (4) any other act fitted to deceive; (5) any such act or omission as the law specially declares to be fraudulent.

The main problem with this section is that it was enacted way before the concept of online commerce came to play. As the time goes on, policies to accomplish fraudulent activities are changing. Hence, section 19 is not sufficient enough to satisfy proper protection against online frauds. But there is a hope with section with section 17. Sub section 5 of this section, states that any such act or omission as the law specially declares to be fraudulent will be treated as fraudulent. So the government can pass a regulation declaring respective act or omission fraudulent and such acts or omission can be treated as a fraudulent activity under the section 17(5) of the Contract Act, 1872.

Unethical Conduct:

“It is easy to dodge our responsibilities, but we cannot dodge the consequence of dodging our responsibilities.” -Josiah Stamp.²⁶ One of the significant concerns of an e -consumer at the time of making online shopping, is that their personal information is being distributed to some marketing research or other groups.²⁷

The Cambridge Analytica data scandal has given a new dimension to legitimate privacy concern. The Guardian made a report that the subjects of data used by the United States senator were not protected and politicians were buying the information.²⁸ Facebook authority sent a message to some of its users and some of them gave the app permission to access their Newsfeed, timeline and messages.²⁹ Cambridge Analytica created a psychographic profile. This sort of incidence has made the e – consumers all over the world more conscious about the information they provide to online business sites. This tendency is also very familiar in Bangladesh perspective. Legitimate privacy concern is very common here. Most of the cases, the information, which are provided, are distributed among the other e-consumer businesses. It is a legitimate privacy concern.

Making payment over the Internet:

There is no chance to deny that digital payment has shown its tremendous growth in Bangladesh and Bangladesh Institute of Bank Management(BIBM) has stated in a study that only in 2016, people made 180 crores transactions worth Tk 23 lakh crores in Bangladesh.³⁰ But only 1 Per

²⁶Josiah Charles Stamp was an English industrialist, economist, civil servant, statistician, writer and banker. He was a director of the Bank of England, and Chairman of the London, Midland and Scottish railway.

²⁷Nicole Smith, Potentially Abusive or Unethical Situations in E-Commerce: The Amazon Model.

Available at :<<http://www.articleyriad.com/potentially-abusive-unethical-commerce-amazon>>(last accessed 17 August 2018)

²⁸Davies, Harry (December 11, 2015). "Ted Cruz campaign using firm that harvested data on millions of unwitting Facebook users".*the Guardian* . Archived from the original on February 16, 2016.

²⁹"Cambridge Analytica Could Also Access Private Facebook Messages" .Wired. Available at: <<https://www.wired.com/story/cambridge-analytica-private-facebook-messages/>> Retrieved April 10, 2018.

³⁰Cashless shopping and dining, The Daily Star. Published April 05,2018

Available at :<<https://www.thedailystar.net/frontpage/digital-payment-system-in-bangladesh-cashless-shopping-and-dining-1558312>> Retrieved August 10, 2018.

cent of the countries transactions are made through digital platforms. The very significant problem is that most of the online business depend on the online transaction and the money payment transactions via online is not popular here. The e consumers have to use Visa Card and master card here that have not gained mass popularity in Bangladesh. Rather people have taken Bcash for the online payment. But they cannot do their international commerce through it.

Current Regulations in Bangladesh:

It is a matter of great concern that there exists no individual regulation which may deal with the protection of e-consumers in Bangladesh. The government has enacted an Act named “Consumers’ Rights Protection Act, 2009”³¹ but there are no specific provisions in relation to the safeguards of E consumers.

E consumer protection in Australia:

Earlier, The Trade Practices Act 1974 regulated the misleading and deceptive conduct in Australia. Section 52 of this Act clearly stated that a corporation shall not, in trade or commerce, engage in conduct that is misleading or deceptive or is likely to mislead or deceive.³² At present this legislation has been amended as The Australian Consumer Law and section 18 has sung the same song of section 52 of the previous amended legislation. The impact of section 18 (and its previous manifestation) has been very wide. Fabricated advertising is caught by this legislation and it is possible for an e-consumer to put a stop to a misleading advertisement.³³ Australian Consumer Law and Fair-Trading Act have incorporated an article named ‘Consumer may apply to Magistrates’ Court where agent fails to correct information etc. Under section 79(1) of this Act³⁴, if a consumer makes a request under section 78 and—

1. does not receive any of the information referred to in section 78(3) within 30 days after making the request; or
2. is informed that the credit reporting agent has not made any amendment or supplement to or deletion from the information recorded in relation to the consumer; or
3. is not satisfied with any amendment supplement or deletion of which the consumer is informed.

Subsection (2) ensures the consumer to apply to the Magistrates’ Court for an order requiring the credit reporting agent to make any or any further amendment or supplement to or deletion from information compiled in relation to that consumer. And with the merit of sub section (3), a consumer must serve written notice of an application under subsection (2) on the credit reporting agent within 7 days after making the application.

³¹Consumer Rights Protection Act 2009, Available at:

http://bdlaws.minlaw.gov.bd/bangla_pdf_part.php?act_name=&vol=&id=1014, Retrieved August 12, 2018.

³²The Trade Practices Act, 1974. Available at <<https://lr.law.qut.edu.au/article/view/358>> Retrieved August 12, 2018.

³³09 Consumers, Money, and Debt, <<https://www.hobartlegal.org.au/handbook/consumers-money-and-debts/australian-consumer-law/misleading-or-deceptive-conduct-under-the-acl/>>, Retrieved August 12, 2018.

³⁴Australian Consumer Law and Fair trading Act 2012. Available at:
<[http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.nsf/edfb620cf7503d1aca256da4001b08af/a7a06c0b33b7f723ca2579f80018c9f2/\\$FILE/12-021abookmarked.pdf](http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.nsf/edfb620cf7503d1aca256da4001b08af/a7a06c0b33b7f723ca2579f80018c9f2/$FILE/12-021abookmarked.pdf)> last accessed on 10 september,2018

E consumer protection in Germany:

The government of Germany decided to form a new regulatory framework for the online economy and enacted the “Act on Distance Selling”³⁵. Then the parliament of Germany passed “Act to adopt the formal Requirements of Private Law and other provisions to Modern Business Transactions”³⁶ to ensure the legal recognition of Data messages.³⁷

The Telemedia Act³⁸ in Germany has been enacted to ensure spam prevention, data protection. Under this Act, an online business website has to ensure the following requirements:³⁹

your company name (registered name), address (a PO box is not sufficient), legal form, and authorized representative;

- email address or other means to allow quick and direct electronic communication with your company, e.g., phone or contact form that are regularly and promptly checked);
- if company is subject to any official authorization or license, details of the regulatory or supervisory body;
- commercial register, association register(s), partnership register or co-operative register in which company is entered;
- if company carries out a “regulated profession:” and the Chamber to which company belongs, the statutory designation of the occupation and the country in which the designation of the occupation was awarded; and the details of the professional rules and where they can be accessed.
- VAT identification number (if applicable) and business identification number issued by the tax authorities (if applicable)

Recommendations:

OECD has proposed their recommendations by classifying into three parts; Part one deals with the General Principles, part 2 is inclined to Implementation principles and the rest one is attached with Global Co-Operation Principles.

Their first two proposals have been made for ensuing transparent and effective protection. According to their proposals, E-Consumers should be afforded transparent and effective protection, and Government and Stakeholders should work hand in hand for achieving it.⁴⁰ It has also proposed to address special circumstances that may be felt necessary for children and vulnerable or disadvantaged consumers. In Bangladesh, proper steps need to be taken to make a

³⁵“Act on Distance Selling “became effective on 30 June 2000.Available at:
<[https://en.wikipedia.org/wiki/Consumer_Protection_\(Distance_Selling\)_Regulations_2000](https://en.wikipedia.org/wiki/Consumer_Protection_(Distance_Selling)_Regulations_2000)> last accessed on 13 september,2018

³⁶It became effective 1 August 2001 Available at:
<[https://en.wikipedia.org/wiki/Consumer_Protection_\(Distance_Selling\)_Regulations_2000](https://en.wikipedia.org/wiki/Consumer_Protection_(Distance_Selling)_Regulations_2000)> last accessed on 12 september,2018

³⁷Third Act implemented among other provisions the new sections 126 a,126b to the Code Civil(BGB)

³⁸Act of February 26, 2007, as amended by the law of May 31, 2010.The Tele media Act is available here:
<https://www.huntonprivacyblog.com/wp-content/uploads/sites/18/2016/02/Telemedia_Act_TMA_.pdf>, last accessed on 16 september,2018

³⁹E commerce online shopping in Germany. Available at :<<https://platform.globig.co/knowledgebase/DE/how-to-marketing-for-germany/ecommerce-online-shopping-in-germany>>, last accessed on 10 september,2018

⁴⁰Proposal no.1 and 2 made by the OECD.

Salt Bridge between the stakeholders and government. Otherwise, transparency in online business will remain abstract.

OECD has proposed all about 22 proposals for ensuring Fair Business, Advertising and Marketing Practices. Businesses should not make any representation, or omission, or engage in any practice that is likely to be deceptive, misleading, fraudulent, or unfair.⁴¹ It has emphasized on not to use unfair terms in an online contract.⁴² Misrepresentation or hidden terms that may affect a consumer's decision regarding a transaction should not be done.⁴³ Businesses acting on behalf should not be permitted if they engage themselves on deceptive, fraudulent and unfair practices.⁴⁴ As of right, a consumer is capable of making negative reviews, dispute charges, or consult or file complaints with Government agencies and Businesses should not attempt to a restriction over their right. Clear Identity of marketing should be done for online advertising and marketing as the consumers can easily identify on whose behalf the advertising and marketing is being conducted.⁴⁵ Advertised prices should not represent or hide the total cost of a product and Businesses should be ensuring it.⁴⁶ It has suggested developing and implemented easy to use procedures as to allow consumers to choose whether or not they wish to receive unsolicited commercial messages. In Bangladesh, hidden terms is very common in online business. A big number of e-commerce sites do not disclose all the terms and conditions before the consumers. They disclose it when the consumers go to them for remedy. Such kind of incidents has made the online business sites a place of flutter. New regulations should be passed to ensure the e – consumers a hidden terms free online business site.

Online disclosures should be clear, accurate and easily accessible and such disclosures must be made in easy to understand language. Technological limitations should be taken into consideration at the time of providing all required information. E-consumers should be entitled to the right of Information about the business and for that reason online sellers should make available information about themselves that is sufficient to allow, at a minimum : a)identification of Business, (b) prompt, easy and effective consumer communication with the business, (c)appropriate and effective resolution of any dispute that may arise (d)service of legal process in domestic and cross-border disputes, and (e) location of the Business. Legal name of the Business and name under which it trades should also be included in this information. In Bangladesh, right to information in relation to online business cannot be claimed as of right due to proper regulations. Proper implementation of OECD recommendations may make an effective approach here.

Businesses engaged in E -Commerce should provide information about goods and services to the consumers. Key functionality and interoperability features, safety and health care information, age restrictions (if any) should be included here.

⁴¹ Proposal no 4 made by the OECD

⁴² Proposal no 6 made by the OECD

⁴³ Proposal no 5 made by the OECD

⁴⁴ Proposal no 9 made by the OECD

⁴⁵ Proposal no 13 made by the OECD

⁴⁶ Proposal no 16 made by the OECD

E-consumers have a right to gather information about the terms and conditions and costs associated with an online transaction and Businesses engaged in E commerce should provide a clear and full statement of relevant terms and conditions of the transaction. Businesses should provide information regarding the terms of delivery, their privacy policy, dispute resolutions and dispute options.

To make a consumer -friendly e-industry, OECD has proposed that Businesses should not process a transaction unless the consumer has given express consent. Consumers should be entitled to retain a complete, accurate and durable record of the transaction, in an easy format for the consumer to complete the transaction.

Domestic and cross border disputes should be solved in a timely manner and it may include out of court mechanisms like Alternative Dispute Resolution (ADR) keeping in mind not to prevent consumers from pursuing other forms of dispute resolutions. As consumer data is of great concern in today's world, businesses should ensure lawful, transparent, fair use of data produced by the consumers.

In the context of Bangladesh, besides OECD's recommendations, we recommend the followings:

1. Liberalization of the telecom and IT sectors in addition to changing the nation's monetary and business strategies is the preconditions of effectively actualizing web-based business in Bangladesh and for ensuring consumer rights.
2. Similar to Section 18 of Australian Consumer Law, a provision can be incorporated in our Consumer Rights Protection Act, 2009 that prohibits people doing business online from supplying false information and in contravention of which, a consumer may approach the court for remedy. Again, the requirements provided by the Telemedia Act in Germany for the online business website is very much relevant to our country. Making such requirements mandatory will ensure that the online business website do not get to deceive people easily.
3. The quantity of pre-shipment operators (PSI)⁴⁷ should be expanded.
4. Updating of mostly ancient laws of trademarks, copyright laws is necessary.
5. The extent of fines and punishments on PSIs should be expanded for breaking of guidelines and directions.
6. Posting of government records and productions including budgetary data on the Web must be given through instructions.
7. Contracts and different interchanges to Letter-of-Credit (L/C) ought to be permitted as legitimate technique or legal methods for global exchanges.
8. Simplification of court procedures in relation to E-commerce related matters is necessary.
9. Constraints invoked from administrative issues for the settlement of contention or dispute in relation to E-commerce related matters should be eradicated or at least relaxed.
10. Controlling of foreign exchange on travel and for undertaking business must be relaxed for the betterment of E-commerce industry.

⁴⁷ Pre-shipment inspection, (also spelled pre shipment inspector) or PSI, its work is a part of supply chain management and an important quality control method for checking the quality of goods clients buy from suppliers.

11. Susanta Saha, *Additional Secretary, ICT Division*⁴⁸ in a speech said: "My question is, if the government gives you 10 percent incentive; will it be a problem for you to give 4 percent tax? I don't think so. One of the recommendations is to be free from the purview of tax till 2024. But the tax issue should be legible for a mature business but not for those entering the market. The second issue is the international players. When we do policies, we have to look at laws, bylaws and previous experience etc. But in this open world, we cannot seal our doors to international companies. Thus, we have to build our own capacity. I think it is your responsibility to identify those who don't pay taxes". So we recommend his observation and suggest that provisions should be made for proper identifications of Tax payers and those who didn't pay tax and it is necessary for making our E commerce Industry thrive and for benefitting the consumers.

Conclusion:

Bangladesh does not yet put an emphasis on consumer rights protection within the context of e-Commerce transactions; whereas almost all developed countries along with our neighbour country India has already developed an individual consumer rights protection in their e-Commerce regulations. E – Commerce is running in its full track and the number of both B2B transactions and B2C transactions through the internet is rising, the particular legal framework is a crying need of this time to govern it. Technology is developing very rapidly, and its consequences very often put the e- consumers in a vulnerable and disadvantaged position while participating in e – Commerce activities. No doubt, the existing regulations concerning consumer protection in Bangladesh was designed for traditional commercial consumers and not entirely suitable for e – commerce consumers. The OECD recommendations provide a good number of provisions that may make E-commerce more protected and more convenient for consumers in conducting their e -commerce transactions, and it could be a good reference for the concerned authority in improving a solid, gratifying, sensible e – Commerce regulations in Bangladesh.

⁴⁸ Policy support for local E-commerce Industry, Available at: <<https://www.thedailystar.net/round-tables/policy-support-local-e-commerce-industry-103729>> last accessed:19 August,2018