

## E-CONSUMER PROTECTION IN DELIVERY OF GOODS: A MALAYSIAN PERSPECTIVE

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### ABSTRACT

*E-consumers nowadays are increasingly being involved in online transactions of sale of goods where mostly the transaction is cross border in nature rather than domestic. In fact, e-consumers are allure with the concept of bringing stores to the shoppers, not shoppers to the stores. For the face-to-face shopping, consumers will deal directly with the trader at the traders' premise. Meanwhile, for the e-consumers, the communication between the purchaser and the vendor who are located in different jurisdictions or countries through web page may or may not carry information as well as details about the supplier and his place of business. Once the e-consumer has chosen the items of interest, he will then proceed to make payment by credit card or electronic cash. By this, a transaction is concluded and the buyer has performed his duty but the seller's duty is yet to be performed. As a consumer, one would expect the goods bought to be delivered on time. The problem will arise when the seller fails to deliver the goods to consumer or he refuses to deliver the goods or late delivery of goods or wrong delivery of goods in terms of quality and quantity. Therefore, this paper will identify the e-consumer issues concerning e-delivery and analyze the extent to which present related e-commerce legislations in Malaysia could provide protection to the e-consumers as well as discuss on the availability of remedies to e-consumer in cases of breach of contract by e-traders. This paper will evaluate several Malaysian related e-commerce legislations focusing on the protection for e-consumers in this issue namely the Consumer Protection Act 1999, the Sale of Goods Act 1957 (SOGA) and the Contracts Act 1950 in preserving the interest of the e-consumers in order to overcome their anxieties as well as building up their confidence in purchasing goods online.*

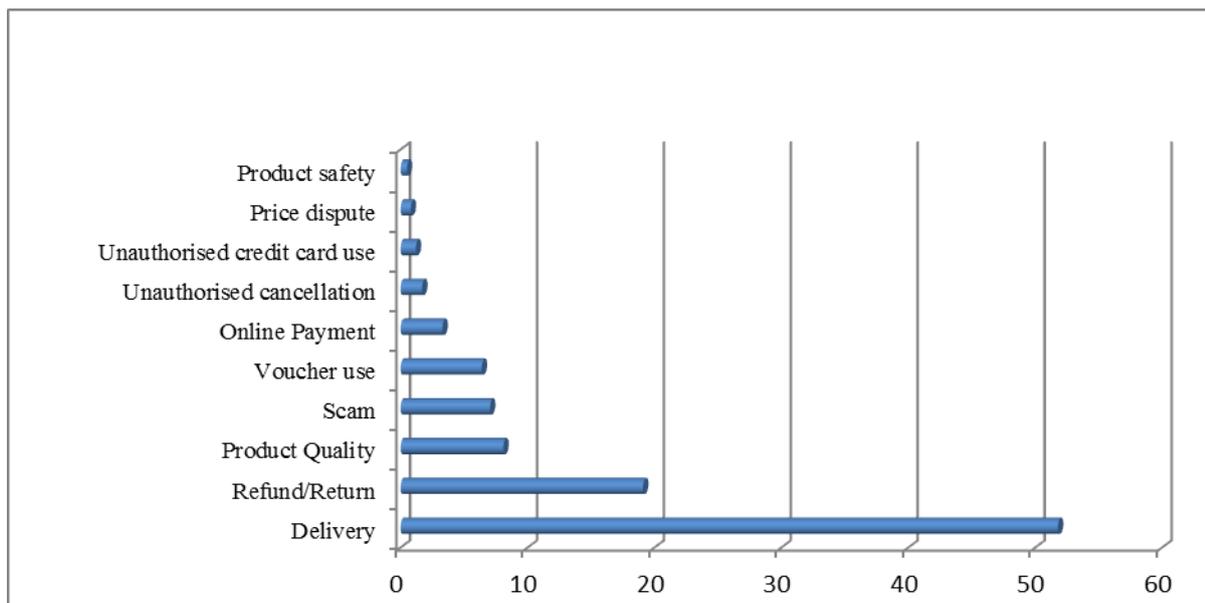
Key words: e-consumer, e-consumer protection, delivery of goods, Malaysia.

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### Introduction

The scope of e-consumer protection law in the sphere of e-commerce activities is very wide. Several issues concern by e-consumers include the security of payment, data privacy, dispute resolution, unfair terms and conditions, validity and enforceability of e-contract, content regulation, conflict of jurisdiction, misleading information and false advertisement, late delivery, extra charges, quality of goods and etc; all of them haunted the e-consumers since their involvement in online transactions. Therefore these concerns and problems need to be eliminated or minimized to build trust and confidence in e-consumer. However, the scope of discussion of this paper focuses mainly on e-consumer protection relating to the issue of delivery of goods which appear to be the major e-consumer complaint in recent years. Out of 7,641 complaints on e-commerce received by the National Consumer Complaints Centre (NCCC) in 2014, 51.8% is on product delivery (NCCC Annual Report, 2015). These include the complaints relating to late delivery, non-delivery and wrong delivery of goods in terms of quality and quantity.

Chart 1: Nature of Consumer Complaints in E-commerce (NCCC-2014)



The NCCC notes;

“Consumers are frustrated due to the fact that items purchased are not delivered on time. In a worst case scenarios consumers did not even received the goods purchased while payment had already been made. To locate the seller who is often not registered with the Companies Commission of Malaysia, with no contact information or other essential information, it becomes almost impossible to hold them accountable for their wrong doings”.

The question arises as to whether the rights of e-consumers to receive the goods on time with the right quantity and quality are well protected under the relevant laws in Malaysia. What are the remedies available to the e-consumers in cases of non-delivery or unsatisfactory delivery of goods purchased online? This paper thus aims to examine the present related e-commerce legislations in Malaysia which are related to e-consumer protection and delivery of goods. This paper begins by providing an overview of the rights of e-consumers with regards to e-delivery and highlighting the application of the Consumer Protection Act 1999 (CPA) as the main statute on consumer protection and the SOGA as the main law on sale of goods to the issues under discussion. It will then proceed to discuss the law on delivery of goods which is governed by the SOGA. The main focus of the paper is to analyse the adequacy of the available remedies in providing protection to e-consumers against the malpractices of e-traders in delivering the goods.

### E-Consumer Protection And E-Delivery

Delivery generally means voluntary transfer of possession from one place to another. Goods are considered to be delivered either by a simple physical transfer of goods or in a constructive manner to the consumer (Leder & Shears, 1996). It is a fundamental principle of sale law that one of the primary duties of a trader is to deliver the goods to the buyer in accordance with the terms of the contract of sale. The corresponding duty imposes on the buyer to accept and pay for the goods. In online transactions, by the time the sellers deliver the goods, generally payment would have made by the buyers who would have given their credit card details at the time of placing the order. Thus there is hardly any risk of non-payment. Therefore, even if the buyer refuses to accept the goods on delivery, the trader will not suffer any loss since the buyer has already paid for the goods. In fact, it is the e-buyer who seems to bear the risks here since payment has been made in advance without any guarantee that the goods would arrive on time or at all. There is several methods of delivery of goods once payment of consumers been accepted by e-traders Normally, if the goods ordered within Malaysia, the traders will use the service offered by postal companies such as PosLaju, Gdex, Skynet and so on where the goods will arrive at the customers premise may be the next day or in 2 or three working days. Meanwhile if the goods ordered from overseas, the estimated time of arrival of the goods will take place two or three weeks because the product is shipped to a customer-designated address. Retail package delivery is typically done by the public postal system or a retail courier such as FedEx, UPS, DHL, or TNT. Drop shipping also one of the delivery method for online purchasing where the order is passed to the manufacturer or third-party distributor, who then ships the item directly to the consumer, bypassing the retailer's physical location to save time, money, and space. Customer also can select a local store using a locator software and picks up the delivered product at the selected location. This is the method used in the bricks and clicks business model and this is known as in-store pick-up.

Despite its status as the fundamental legislation on consumer protection, The CPA does not deal with the issues of product delivery. However the Consumer Protection (Electronic Trade Transactions) Regulations 2012 imposes an obligation on the e-trader to supply e-consumers with certain information which include the estimated time of delivery of the goods or services to the buyer. Failure to provide the information is an offence under the Regulation. The same requirement can be found in section 20 of the Direct Sales and Anti-Pyramid Scheme Act 1993. It can be inferred from these provisions that it is the e-consumers’

right to be informed about the estimated time of delivery. In addition a person who advertises the good for sale with no intention to supply the good commits an offence under Part II of the CPA which provides protection to the consumers against unfair trade practices. Non-delivery of good ordered is obviously covered by Part II which imposes criminal liability on the trader.

In relation to the delay in delivering the goods, the law is particularly not clear if the delay is caused by courier services. Under the CPA, a courier service is within the definition of 'services' in section 3. Section 55 provides protection to the consumers in the form of implied guarantee that the services will be completed within a reasonable time. However any action filed against the courier may be defeated by the argument that there is no contractual relationship between the e-buyer and the courier. This argument may be supported by the definition of 'services' itself which refers 'services' to 'any rights, benefits, privileges or facilities that are or are to be provided, granted or conferred *under any contract*....(emphasis added). On the other the protection under the CPA generally is not confined to contracting consumers. Section 3(1) defines a consumer in the context of supply of services as a person who; (a) acquires or uses services of a kind ordinarily acquired for personal, domestic or household purpose, use or consumption; and (b) does not acquire or use the services, or hold himself out as acquiring or using the services, primarily for the purpose of- (i) resupplying them in trade; (ii) consuming them in the course of a manufacturing process. It is clear from the definition that no contractual relationship is required to exist between a consumer and the service provider since a consumer is defined to include mere user (Amin.N, 2004).

In cases of wrong delivery of goods either in term of quality or quantity, Part V of CPA may be used to protect e-consumers. Section 34 of the CPA imposes a duty on the seller to deliver the goods which correspond with the description. Thus, delivery of wrong size, colour or other specifications as advertised in the web amounts to breach of this section. Similarly if the goods delivered is low quality and below the expectation or not fit for the consumer's purpose, section 32 and section 33 of the CPA may be invoked to protect e-consumers. In every supply of goods to consumer, it is implied a guarantee that the good should be acceptable quality and fit for consumer's purpose. Most importantly the protection under the CPA cannot be excluded by any agreement or other terms in the contract (section 6 of the CPA). However it should be noted that the application of the CPA 'shall be supplemental in nature and without prejudice to any other law regulating contractual relations' (section 2(4)). Thus in the absent of any specific provision on delivery of goods in the CPA, the SOGA as the main statute governing a sale of goods in Malaysia should apply. The Act covers various aspects of a contract for the sale of goods such as formation of contract, implied terms, payment and delivery of goods. In other words the law on delivery of goods in Malaysia is still governed by the Act which was enacted to regulate traditional sale of goods. Thus to what extent this pre-independence and outdated legislation can be applied to online shopping and modern delivery of goods is highly debatable.

### Law On Delivery Of Goods

Chapter 1V of the SOGA deals with performance of contract namely the duties of the seller and buyers. The seller's duty would be to deliver the goods. In discharging the duty of the traders to deliver goods to the consumers, such performance should be in line with the provisions provided by the SOGA 1957. This Act empowers the parties to decide how delivery is to be made. Thus, section 33 of the Act mentions that the delivery of goods sold may be made by doing anything, which the parties agree shall be treated as delivery or which has the effect of putting the goods in the possession of the buyer or of any person authorized to hold them on his behalf. However, when and how the traders should deliver the goods, would be very much dependant on the buyers and this would normally be contained in the express terms between them (Keenan & Riches, 1998). Therefore, failure of traders to deliver goods to customers as agreed amounts to the breach of the contract.

In short, whatever goods advertised and sell by the traders which later on purchase by e-consumer via online transaction, the expectation of e-consumer towards the goods is it is valuable or worth to buy, expect the nature of the goods, the price as what has been agreed by both parties, statement on packaging or label is correct, no misleading representation by the seller, safe to use, no defect, in good quality and deliver at the time promised (Mohd Nor & Amin, 2015).

Then, the question is what amount to 'delivery' under the Malaysian law. Section 2 of SOGA 1957 defines 'delivery' as voluntary transfer of possession from one person to another. Every delivery need not involve physical transfers. Relates to the online situation, sometimes the delivery can be through downloading the software, music, movies and images or printing out the admission tickets which is emailing by the traders to the consumers or the tickets, codes, or coupons may be redeemed at the appropriate physical or online premises and their content reviewed to verify their eligibility.

Section 33 of the SOGA 1957 provides that delivery of goods may be made by doing anything which the parties agree shall be treated as delivery or which has the effect of putting goods in the possession of the buyer or of any person authorized to hold them on his behalf.

Regarding the issue of place of delivery, section 36(1) of the SOGA 1957, whether the seller is required to send the goods to the buyer or the buyer has to take possession of the goods depends on what has been agreed upon between them. Apart from such agreement, the general rule is that goods sold are to be delivered at the place at which they are at the time of the sale. Goods agreed to be sold are to be delivered at the place at which they are at the time of the agreement to sell, or, in the case of goods which are still non-existent, at the place of manufacture or production. For example, with the onset of the Internet and e-commerce sites, which allow customers to buy tickets online, the customer can pick up pre-purchased tickets for an event, such as a play, sporting event, or concert, either just before the event or in advance. This method called as "at the door pick up" and the popularity of this service has been increased among e-consumers.

Section 36(5) of the SOGA 1957 provides that unless the parties agree otherwise, the expenses and goods incidental to putting the goods into a deliverable state shall be borne by the seller. Under section 40 of the SOGA 1957, when the seller agrees to deliver the goods at his own risk at a place other than that where they are sold, the buyer shall, unless otherwise agreed, take any risk of deterioration in the goods necessarily incident to the course of transit.

Under the contract of sale, the seller is bound to send the goods to the buyer, but if no specific time been mentioned during the agreement for delivery of the goods to the buyer, then the seller is bound to send within a reasonable time. This is stated in section 36(2) of the SOGA 1957. What is deemed 'reasonable' time is question of fact. In the context of e-consumers, if the sale involves perishable goods, it is definite that 'reasonable' time can be quite immediate, such as delivery on the same day or by next hour, for example in situation where e-consumer purchase daily goods from TESCO online web store, the delivery will be on the same day after a few hours of order been made. On the other hand, if the sale involves delivery of furniture or motor vehicles, delivery may take place on the next day or even later. The issue of 'reasonable' time is further discussed in section 36(4) of the same Act. Demand or tender of delivery may be treated as in effectual unless made at a reasonable hour. What is 'reasonable' hour is again a question of fact. It would be unreasonable for a newspaper vendor to deliver the morning's paper to a consumers' house in the afternoon whilst it is reasonable if the piano ordered is delivered at that time.

In the case where the seller delivers to the buyer a quantity of goods less than that which he contracted to sell, the buyer may reject all the goods so delivered. Meanwhile, if the buyer accepts the goods which are delivered with wrong quantity, he is bound to pay for them at the contract rate as per section 37(1) of the SOGA 1957. On the other hand, if the seller delivers to the buyer a larger quantity of goods more than what has been agreed, the buyer has several options either to accept the goods included in the contract and reject the rest or reject all the goods or accept all the goods. Under section 37(2) if the buyer chooses the last mentioned option, he has to pay for the goods at the contract rate. Beside of that, if the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are accordance with the contract and reject the rest or reject the whole (section 37(3)). The provisions in section 37 are subject to any usage of trade, special agreement or course of dealing between the parties. Therefore, definitely it also applies to online purchasing of goods.

Furthermore, as far as the obligation of the traders is concerned, they are obliged to deliver goods, which are fit for their particular purpose. In other words, it is implied that goods delivered shall also conform exactly to the description in terms of quality. When the contracts are formed virtually, it is undeniable that customers may not be able to exercise care in making purchases. The standard of care expected of traditional buyers and online buyers should be different. Online buyers should only be expected to exercise as much care as is possible for them, and not like other buyers. However, the impossibility for the consumers to exercise care in making purchases does not excuse the traders to deliver goods, which are fit for their purposes and of merchantable quality. As such, when consumers purchase goods from websites, these sales are by descriptions since they have not seen such goods and the purchases are solely based on what they find on the websites. Therefore, when the goods delivered to the customers do not correspond with the descriptions given, the traders are liable for a breach of contract.

Under section 38(1) of the SOGA 1957, unless agreed by the parties, the buyer is not bound to accept delivery by installments. In the situation where there is a contract for the sale of goods to be delivered by stated installments which are to be separately paid for, and the seller makes no delivery or defective delivery in respect of one or more installments, it is a question of fact in each case depending on the terms of the contract and the circumstances of the case, whether the breach of contract is a repudiation of the whole contract, or whether it is a severable breach giving rise to a claim for compensation but not to a right to treat the whole contract as repudiated. A case for illustration, *Hammer Barrow v Coca-Cola (1962) NZLR 723*, Coca-Cola purchased 200,000 yo-yos to be delivered in installments. They were to be used in conjunction with an advertisement programme by Coca-Cola. Of the first 85,000 yo-yos delivered, 65,000 were returned as defective. Coca-Cola attempted to rescind the contract. The issue was whether the breach was sufficiently serious to permit Coca-Cola to rescind the agreement. The court later on held that the breach affected 80 per cent of delivered yo-yos, and considering the cost of the promotion, which would be ruined by defective yo-yos, Coca-Cola were justified in rescinding the contract.

In the case of where the seller is authorized or required to send goods sold to the buyer and the goods are delivered to a carrier for transmission to the buyer or to a wharf for safe custody, the delivery to the carrier or wharf is *prima facie* deemed to be a delivery of the goods to the buyer. Such delivery means that the property and risk would pass to the buyer. However, unless otherwise authorized by the buyer, the seller shall make such contract with the carrier or wharf on behalf of the buyer as may be reasonable having regard to the nature of the goods and the other circumstances of the case. If the seller omits to do so, and if the goods are lost or damaged in the course of transit or whilst in custody of the wharf, the buyer may decline to treat the delivery to the carrier or wharf as a delivery to himself and hold the seller responsible in damages. This type of delivery is much related to the situation of delivery to e-consumers. In fact, the goods ordered by the e-consumers are cross boundaries and delivery to carrier or wharf is part of it.

### **Remedies Relating To The Issues Of E-Delivery**

As noted earlier, when the traders breach the contracts with the consumers either in the form of failure to perform the contractual obligations or the performances are defective, the consumers have rights to claim for remedies. Remedies for the buyer may be recourse to the common law of damages or the principles of equity on specific performance or injunction. Remedies under equity are discretionary in nature and subject to the discretion of the court. Traditional remedies of a breach of the contracts are highlighted in the following discussions:

In general, when the buyer is declared as the innocent party, he is entitled to:

- (a) Refuse further performance of his obligation;
- (b) Resist any action by the defaulting party for breach of contract;
- (c) Recover any money that he has paid to the party in default;
- (d) Sue the party in default for damages.

In a claim for breach of contract, the statement of claim must clearly state the types of breach which the plaintiff wishes to claim. Buyers can be divided into two categories; a buyer who has paid part of the purchase price or a buyer who has wholly paid the price of the goods.

The buyer needs to show that he is bona fide buyer. The buyer must never completely reject the purchased price item delivered to him unless it is obvious that the seller has breached the contract. In other words, the buyer should not be a party in default in order to claim his right under contract or else he must invoke setting off claim against the seller (Mohamad, 2011).

In case the seller fails to deliver the goods on time or as agreed in the contract, the buyer may apply for damages, specific performance and injunction.

Damages are common law remedy to compensate for the loss caused to any innocent party as well as to punish the defaulting party, where it is clearly states in section 57 of SOGA if the seller wrongfully neglects or refuses to deliver the goods to the buyer, the buyer may sue the seller for damages for non-delivery. The consumers who are affected by the breach is entitled to receive from the traders, compensation for any loss or damage caused to him which naturally arose in the usual course of things from the breach or which the parties knew, when they made the contract, to be likely to result from the breach of it as per section 74(1) of the Contracts Act 1950.

In assessing the measure of damages, referring to the section 74(2) of the Contracts Act 1950 it is submitted that such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach. This principle is based on the well-established case of *Hadley v Baxendale* [1854] 9 Ex 341, which was later on clarified by the Supreme Court in *Malaysian Rubber Development Corp Bhd v Glove Seal Sdn Bhd* [1994] 3 MLJ 569, Mohamed Dzaiddin SCJ said:

“...For the sake of completeness, it should be mentioned that our courts have treated the position under the second limb of the section to be similar to the second limb of *Hadley v Baxendale*, which is, the party may recover damages which may reasonably be supposed to have been in contemplation of both the parties, at the time they made the contract.”

In *Eikona (M) Sdn Bhd v Mensa Merchantile (Far East) Pte Ltd* [1994] 1 MLJ 553, it was held that where there is an available market for the goods, the normal measure of damages for non-delivery is the difference between the contract price and the market price at the time of breach. No compensation can be recovered for damage that is too remote. In general, the plaintiff is entitled for general damages only unless if the special damages is specifically pleaded and proved (*Hayward v Pullinger & Partners Ltd.* [1950] 1 All ER 561). Section 74 of the Contract Acts 1950 reiterates the principle in *Hadley v Baxendale* which requires a detailed explanation in the pleading as to how damage is calculated. The objective of damages is to put the plaintiff in his original position as if the contract has been performed. Nevertheless, the quantum of damages will also depend on the degree of breach occurred as per section 12(3). A breach of warranty in contrast to breach of condition is a breach of “a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to the right to reject the goods and treat the contract as repudiated” as decided in *Tham Chew Toh & Associated Metal Smelters Ltd* [1972] 1 MLJ 171.

In short, damages claimed by the consumers must not be too remote and that they could foresee that such a loss likely to result from his breach. The circumstances which render damages to be foreseeable are where the person who breaks the contract knows at the date of the contract the special conditions of the other party.

The SOGA 1957 does not contain any provision which expressly provides for the assessment of the consumer damages when the seller fails to deliver the goods on the date agreed or fixed for delivery. Where time is of the essential of the contract, then the measure of damages will have to be determined by reference to section 74 of the Contracts Act 1950.

The guideline in assessing damages has been provided in *Tan Sri Khoo Teck Puat & Anor v Plenitude Holdings Sdn Bhd* [1994] 3 MLJ 777 where the correct approach for the judge to have adopted when assessing damages was to make an estimate as to what the chances were of a particular thing happening i.e. whether they were more or less even. Another principle was given in *Abdul Razak bin Datuk Abu Samah v Shah Alam Properties Sdn Bhd and another appeal* [1999] 2 MLJ 500. The court stated that since damages were awarded to the plaintiff in addition to the remedy of rescission, the basis of the compensation set out in section 74 of the Contract Act 1950 was inapplicable in this case. The plaintiff is only entitled to recover all expenditure reasonably and properly incurred in consequence of and flowing directly from the fraudulent misrepresentation, whether before and after the date of rescission.

In certain cases, where the court thinks fit, on the application of the plaintiff, the contract shall be directed to perform specifically without giving the defendant the option of retaining the goods on payment of damages. Section 58 of SOGA 1957 defines decree of specific performance as a decree issued by the court, which compels a contracting party to do that which he has promised to do. It is a form of relief that is purely equitable in origin and the purpose of such a decree is to ensure that justice is done as discussed in *Tay Tho Bok & Anor v Segar Oil Palm Estate Sdn. Bhd* [1996] 3 MLJ 181.

According to the SOGA 1957, this remedy is only available if it is a breach of contract to deliver specific or ascertained goods.

Moreover, the discretion to decree specific performance of the contract by the court is subject to the provisions of Chapter II of the Specific Relief Act 1950 (SRA 1950). The SRA 1950 clearly provides that the jurisdiction to decree specific performance is discretionary, and the court is not bound to grant any relief merely because it is lawful to do so. It, however, states that the discretion of the court is not arbitrary but sound and reasonable, guided by judicial principles and capable of correction by a court of appeal as per section 21 of the SRA 1950.

Thus another remedy for the customers in cases of a breach of contracts is to apply for a decree of specific performance. It is therefore, submitted that this remedy can also extend to the cases of online breaches. This is based on the fact that in online trading, sometimes the customers purchased specific or ascertained goods as what prescribed by the websites.

Another equitable remedy, which is provided by the law for consumers in claiming their rights in cases of a breach of online contracts, is injunction. An injunction is the order of the court restraining the breach of a purely negative promise by the seller. In other words it is a judicial remedy by which a person is ordered to refrain from doing or to do a particular act or thing.

Unlike specific performance, which was clearly provided in the SOGA 1957, this remedy is not expressly referred to in the Act. It is, however submitted that the remedy is available to the customers by virtue of the SRA 1950. Part III Chapter IX of the SRA 1950 sets out the principle governing injunctions. This remedy is a preventive relief, which is granted at the discretion of the court either temporary or perpetual.

Temporary injunctions are to continue until a specified time, or until further order of the court. They may be granted at any period of a suit, and are regulated by the law relating to civil procedure as per section 51(1) of SRA 1950. Meanwhile section 51(2) of the same Act discuss on perpetual injunction. Perpetual injunctions, on the other hand, can only be granted by a decree made at the hearing and upon the merit of the suit. The defendant is perpetually enjoined from the assertion of a right, or from the commission of an act, which would be contrary to the rights of the plaintiff. Whether or not an injunction is a suitable remedy for cases of a breach of online trading is an issue which requires a review of the law. In contractual transactions, injunctions however would normally be granted to cases involving the breach of a negative contractual undertaking. For example, in one case of a contract to sell the entire seller's output over a two-year period, the court granted an injunction to enforce the seller's express undertaking not to sell similar goods during such period to any other manufacturer than the buyer. However, online transactions do not normally involve any contractual undertaking, which requires negotiations, by the parties or any contractual dealing to any specific person. Thus injunction may not be an appropriate remedy for e-commerce disputes.

Despite of all remedies above, the CPA also provides remedies for the e-consumers relating to the issue of delivery. Consumers have right to cancel the contract in cases of wrong goods delivered or no delivery or late delivery. According to section 41 of the said Act consumers have right to reject the goods which is wrongly deliver to him either in terms of quality or quantity. In case of wrongly delivery of goods relates to quality, if it is substantial failure or major defect, then the consumer can exercise rejection of the goods but for a minor problem, e-consumers can only ask for repair or replacement. Beside of reject, replace and refund, section 42 also provides one more remedy for consumers i.e refund. Therefore, when consumers cancel the sale of contract due to issue of delivery, they are entitled to get full refund of the purchase price. Most well established online traders such as Zalora, Amazon, E-bay etc stae clearly their return and refund policy. Thus, e-consumers must consider whether there is the statement of refund policy while choosing to shop online. Al in all, in case of failure of delivery, late delivery and wrong delivery of online goods, under the CPA e-consumers are equally entitle to 4 Rs (rejection, refund, replacement and repair) similar as traditional consumers.

## Conclusion

One of the primary duties of a trader is to deliver the goods to the buyer in accordance with the terms of the contract of sale. However, for the e-consumers who only communicate with the vendor virtually, the issue of delivery of goods is haunting them. In fact, the communication between the purchaser and the vendor who are located in different jurisdictions or countries through web page may or may not carry information as well as details about the supplier and his place of business. Therefore, e-consumers are exposed to the situation where the seller fails to deliver the goods to consumer or he refuses to deliver the goods or late delivery of goods or wrong delivery of goods in terms of quality and quantity. Thus, the role of law is needed here to protect and safeguard the e-consumers who are in the vulnerable situation. In fact, all the existing related e-commerce law could be considered as important pieces of regulatory framework which is vital and essential in promoting the e-commerce in Malaysia, especially 4 Rs remedies which is embedded in the CPA. These bundles of remedies clearly provided in our law and in reality this kind of remedies is much needed by the e-consumers especially in order to solve their problems relating to the issue of delivery. However, due the different environment and challenges especially in this kind of transactions, protection on e-consumer, promotion of compliance and enforceability of the laws are doubtful.

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