

CONSUMER PROTECTION AND THE COVID-19 CHALLENGES: PAVING THE WAY FOR EFFECTIVE LEGAL ENFORCEMENT: A CASE STUDY IN THE QATARI LEGAL SYSTEM

Faten Hawa, Qatar University

ABSTRACT

This research paper examines the legal protection of consumer rights at the time of the Corona pandemic (COVID-19) in the State of Qatar as a model to demonstrate the effectiveness of government efforts taken since the beginning of 2020. In a brief review of the legal framework, that governs the protection of consumer rights in Qatar; one finds that the Consumer Protection Law constitutes the main legislative framework that guarantees this protection. This law thoroughly defines the general rules pertaining to the consumer's health, safety of goods and quality of services. The law is designed to protect the consumer from fraud and deceptive advertising, etc. I will advocate for forming specialized committees to settle consumer disputes, enhancing electronic consumer rights protections and strictly enforcing penalties in the event of a violation of consumer rights in these exceptional situations that we are facing and are struggling to overcome.

Keywords: Qatari Law, Consumer Protection, COVID-19, Consumer Rights, Government Efforts.

INTRODUCTION

The subject of consumer protection at the time of the Corona pandemic is one of the issues that occupy a priority at the local and international levels. It touches all the details of our lives, our food, our medicine, our investments (Hawa, 2021), and the services we use as consumers. We need to protect our rights to obtain goods and services and guard these rights against unforeseen and unpredictable circumstances. Consumer protection is mentioned in Islamic law, specifically in the Holy Qur'an, where a surah is designated in the Holy Qur'an that serves as a protective framework for consumers, and it is Surat al-Mutafifin. Where God Almighty threatened them with a big punishment, as it was mentioned in the Holy Quran. Sūrat Al-Muṭaffifīn (Those Who Deal in Fraud): (1. Woe to Al-Muṭaffifīn (those who give less in measure and weight).2. Those who, when they have to receive by measure from men, demand full measure, 3. And when they have to give by measure or weight to (other) men, give less than due.). That's means that Islamic Sharia has given protection to the buyer of the commodity (the consumer) against any violation of his rights or fraud that he may be exposed to by the seller of the commodity or the service provider (The Holy Qur'an, Sūrat Al-Muṭaffifīn, Verse No.1-3).

In this context, the State of Qatar has taken, as of March 2020, many precautionary measures to prevent and limit the spread of the Corona virus (Covid-19) (Abdullah, 2021). These

measures aimed at protecting the health and safety of all members of society. They included the closure of many economic and public activities in the state, Such as closure of all restaurants, cafes, food outlets and food carts. This was accompanied by incentive measures for the economy, where about 75 billion riyals were allocated to support the Qatari economy and the private sector in particular, including 3 billion in the form of loans(Lusail Newspaper,2020), which would result, in the final analysis, in the benefits of the consumer.

This research paper focuses on discussing consumer rights protection at the time of this crisis, especially the legislative and executive responses, and its impact on the availability and quality of goods and services and combating monopoly. I will argue for more effective implementation of the law so that those who are in breach are punished and the rights of the consumers are fully, effectively and adequately protected.

Corona Pandemic and the Most Important Consumer Rights in Qatari Legislation and Government Efforts

In reviewing the legal framework that governs the protection of consumer rights in Qatar, we find that the Consumer Protection Law of 2008 and its amendments and executive regulations constitute the foundation of the framework that guarantees this protection (Law No. 8 of 2008 regarding Consumer Protection). This law covers the general rules that are designed to protect the consumer health, safety of goods and the quality of services. The Law also protects the consumer from fraud and deceptive advertising and provides for the right to compensation for damages that may occur as a result of harm to his health or safety.

The Qatari legislator has defined the consumer as everyone who obtains a good or service, with or without consideration, satisfying his personal need or the needs of others, or being dealt with or contracted with regarding it' whereas the provider is everyone who provides the service or manufactures or distributes the commodity or trades, sells, exports, imports, or interferes with its production or circulation, with the aim of presenting it to the consumer or dealing or contracting with it in any way.

On the institutional level, the law grants the Ministry of Commerce and Industry an important role in developing and implementing the consumer protection rules through its various departments. The Consumer Protection Law, according to Article 27 thereof grants the powers of police seizure to some Ministry employees to exercise their duties in protecting the consumer in the event of a violation of the law, in particular the Department of Consumer Protection and Combating Commercial Fraud.

The most prominent consumer rights stipulated by the Consumer Protection Law are as follows.

Consumer's Right to Obtain Accurate Information and Data about the Goods and Services that he Buys, Uses, or is provided to Him

This means that the consumer has the right to know all the correct, clear and complete information and data that are necessary to use the good or service (Article 1 of Law No. 8 of 2008 regarding Consumer Protection).In implementation of rule, the Ministry of Commerce and Industry

has processed many violations due to the lack of clear specifications of the service data, features, characteristics and prices (Hawa, 2020).

In this context, and with the aim of controlling food and non-food consumer goods, the Ministry is launching a mentoring and educational service entitled Where to Shop, to enable the consumer periodically to know the prices of goods in the various commercial complexes at which he is shopping, and prices of these goods at other sites (Ministry of Commerce and Industry, 2020).

Merchants have an obligation to write down all the explanatory data related to the offered commodity, as they must be mentioned in relation to the meals that contain meat, chicken and fish and other items whether they are fresh or frozen, and the weights data related to these materials, in accordance with Article 7 of the Consumer Protection Law, as well as Article 3 of the executive regulations of the said law.

In this context, practical problems have emerged regarding the protection of the consumer's right during the Corona pandemic to the right to access the necessary information and data regarding his rights and obligations, and defraud the consumer via the Internet. To limit this, the Ministry of Trade and Industry has designated a website as well as phone lines to receive consumer complaints and solve their problems quickly. In December 2020. On the other hand, the State of Qatar established a public prosecution office specialized in consumer issues (Commerce and Consumer Affairs Prosecution, 2020), which reflects positively on strengthening preventive measures and combating violations of consumer rights and speed in conducting investigations in related issues, which contributes to achieving complete justice in consumer protection.

Consumer's Right to be protected from False Advertising (Deceptive or Misleading Advertisement)

The executive regulation of the Consumer Protection Law defines the deceptive advertisement as that which includes 'a false offer, statement, or claim when it would directly or indirectly create an unrealistic or misleading impression to the consumer' (Article 14 of the Executive Regulations of Law No. 8 of 2008 regarding Consumer Protection), as it is considered as a deceptive advertisement, the offer or statement or a claim that deals with the nature of the commodity, its composition, its intrinsic characteristics or the elements that make it up and the quantity of these elements in addition to the source of the commodity, its weight, size, method of manufacture, expiration date, conditions of use, or restrictions for this use, as well as the type of service and the agreed location for its provision, limits of its use and its essential characteristics, both in terms of quality and benefits.

The idea of protecting the consumer from false propaganda that takes the form of deceptive or misleading advertisement is conferred by another law. The Qatari legislator has specifically protected the contracting party against fraud in Articles 134-136 of the Civil Law (Nejaida, 2005). Fraud in the field of advertising requires the use of misleading means by the provider towards the consumer with the intention of deceiving him in order to enter into a contract. The consumer in this case has the right to annul the contract or ask for compensation (Hawa, 2012).

Consumer's Right to be protected from Arbitrary Conditions

Whereas, under Articles 2 and 3 of the said law, it is prohibited to conclude any agreement that would violate the rights of the consumer, especially as it relates to his health, safety, will and knowledge of his legitimate rights and interests, as well as his right to obtain fair compensation for damages as a result of buying or using goods or receiving services. Any agreement to the contrary is void and null.

The Consumer Protection Law also considered, in Article 24, void every condition contained in a contract or other documents related to contracting with the consumer, if this condition would exempt the provider from any of his obligations stipulated in this law. This is considered an arbitrary condition against the consumer and in the interest of the provider, and in violation of the requirements of good faith. Examples of arbitrary conditions include those conditions that negate the responsibility of the provider, as they violate the protective legislation and breach the very purpose of the consumer protection law (Mahgoub, 2016).

Consumer's Right to Return the Good

It is the consumer's right to return the commodity with a refund, exchange, or repair of the commodity without consideration in the event that a defect is discovered or if it does not conform to the established standard specifications or the purpose for which it was contracted (Article 5 of Law No. 8 of 2008 regarding Consumer Protection). In this context, the Ministry of Commerce and Industry, at the time of the Corona crisis, on 22/3/2020 issued a circular extending the return and exchange period for retail stores in commercial complexes and shopping centres as a part of the precautionary and preventive measures to limit the spread of the Corona virus (Ministry of Commerce and Industry, 2020).

Consumer's Right to Guarantee

It is an obligation on the provider to provide the goods or the services subject to the conditions related to quality and approved specifications. In the event of deviation from these specifications, then the provider is obligated to re-provide the goods or services service. Article 12 of the Consumer Protection Law obliges the provider to include in his contracts commitment to repair, maintenance, or after-sales service

From a judicial perspective, Qatari courts explained the concept of the consumer's right to guarantee that the provider is obliged by the Consumer Protection Law, so that the supplier and provider guarantees that the commodity or service is free from defects, as well as ensure its conformity with the established standard specifications and health and safety conditions.

Consumer's Right to Fair Compensation for the Damages Incurred as a Result of Buying or Using the Goods or Receiving Services

Accordingly, the consumer has a right towards the provider to be compensated for the damages that resulted from using the good or service properly. Moreover, to ensure the effectiveness of such protection, the law considered any agreement to the contrary void and null.

Rights of the Consumer to Health and Safety

The Consumer Protection Law stipulates the right of the consumer to health and safety when using ordinary goods and services (Article 2 of Law No. 8 of 2008 regarding Consumer Protection). This means that the consumer has a right to use a good or service that is not harmful to his safety and health. The consumer has also the right not to prejudice his health within the establishment from which he buys the good (Hawa, 2020).

In this context, the Ministry of Commerce and Industry issued on April 26/2020 Circular No. 2/2020 obligating shoppers, employees and workers of the government and private sectors, whose nature of their work requires providing services to the public and customers, to wear masks while carrying out their work and performing their tasks, as a preventive and precautionary measure that the state is taking to limit the spread of the Corona virus. In case of non-compliance, the penalty of imprisonment for a period not exceeding three years and a fine of no more than two hundred thousand riyals or one of these two penalties shall be applied (Ministry of Commerce & Industry, 2020). This is in accordance with the Decree Law No. 17 of 1990 on Prevention of Infectious Diseases, as amended by Law No. (9) of 2020 (It is noted here that the last amendment of the law enhanced the penalty from imprisonment for a period not exceeding two months and a fine not exceeding three thousand riyals, or one of these two penalties to imprisonment for a period not exceeding three years and a fine of no more than two hundred thousand riyals, or one of these two penalties)(Decree Law No. 17 of 1990 on Prevention of Infectious Diseases, as amended by Law No. (9) of 2020).

In order to preserve the health and safety of the consumer, the Ministry issued several circulars. On 19/3/2020, the Ministry issued a circular obligating outlet to comply with a set of precautionary requirements in order to preserve the safety of citizens and residents (Ministry of Commerce & Industry, 2020). On April 29/2020, the Ministry issued a number of health and safety conditions for workers who are delivering the goods to customers. The most prominent of which are: (1) the commitment of delivery staff to health and safety conditions, especially the wearing of masks and medical gloves. (2) Recording the full name of the delivery person on the order. (3) Plastic should be used and disposed of before the order is delivered to the consumer (Ministry of Commerce & Industry, 2020).

On April 14/2020: The Ministry circulated to the owners of restaurants an order requiring workers to comply with health and safety conditions when preparing and delivering meals. Also, on March 23/2020, the Ministry issued instructions to compel the sales outlets to apply the condition of safe distance between customers and clients by placing guiding signs on the ground, including waiting lines for the payment and reception areas as a part of the precautionary and preventive measures adopted by the Ministry, This is in accordance with Article No. 13 of the Consumer Protection Law No. 8 of 2008 and its amendments that require suppliers to comply with health and safety requirements.

On 2/3/2020, the Ministry issued a circular regarding the temporary closure of all restaurants, cafes, food outlets and mobile vehicles in many parts of the country (Ministry of Commerce & Industry, 2020). The Ministry also issued on 3/17/2020 circular regarding the closure of shopping malls, shopping centres, and men's and women's beauty salons (Ministry of Commerce & Industry, 2020). Earlier, on 15/3/2020, the Ministry had issued a circular prohibiting the submission of applications in all restaurants and cafes and prohibiting the presence of customers and of gatherings

inside and outside the aforementioned lounges, with the exception of the service of external requests delivery and delivery of requests inside the store (Ministry of Commerce & Industry, 2020). The Ministry also suspended on 4/3/2020, auctions sales in the fish market until further notice, as a precautionary measure (Ministry of Commerce & Industry, 2020). On 14/3/2020, the Ministry issued a decision regarding street vendors, as sales and services were temporarily suspended (Ministry of Commerce & Industry, 2020). In the same context, and in order to protect the consumers of banking services, the Central Bank issued a number of circulars to confront the risks of the spread of the Corona virus, including the temporary closure of the exchange offices.

In a ruling issued by the Qatari judiciary, it was considered that the supplier is obligated to provide the consumer with goods suitable for consumption, and considered that the commodity is considered fraudulent if it is in violation of the established standard specifications or is not suitable for use or its validity period has expired.

The Legal Protections that the state provides to consumers with regard to the availability of goods, the fight against monopoly, price controls, and the quality of products and services at the time of the Corona Pandemic: Enforcement of protection rules.

In the context of maintaining the consumer's access to goods and services (Hawa, 2012), in an appropriate manner in terms of quality and price (Hawa, 2020), the State of Qatar has been, even before the pandemic, careful to keep 'strategic food stocks', as it issued Decree Law No. (24) for the year 2019 to organize and manage strategic stocks for food and consumer goods. It is directed to strategic commodities, which are local or imported food and consumer goods, which acquire vital importance for the consumer considering that strategic stock is the stock that is kept from strategic commodities in warehouses and the like for periods determined by management in order to avoid its depletion and to face situations of emergency conditions, crises or disasters.

The State also adopted the national strategy for food security within the measures taken to face the Gulf crisis, so that Qatar is currently the first Arab country and the 13th globally in the Food Security Index (The Economist, 2020), (which measures the availability, price and quality of food) and since 2018 it is considered one of the most active countries in the field of food security. Also, the strategic stock of food is sufficient for more than a year, and work is underway to strengthen it, so that by the end of 2020 the huge warehouses in Hamad Port, which can accommodate very large quantities of strategic stock, will be sufficient for 3 million people for a period of two years. These steps are considered successful government responses to the consequences of the Corona pandemic.

The state also emphasized the importance of enhancing competitive practices and combating any monopolistic practice by effectively applying Law No. (19) for the year 2006 on protecting competition and preventing monopolistic practices. To address the consequences of the Corona pandemic and to increase the benefit of consumers, the Ministry of Commerce and Industry monitors daily the consumer market (Ministry of Commerce & Industry, 2020), issuing fixed prices, usually weekly, for vegetables, fruits, and seafood.

On April 13-2020, the Ministry issued a decision specifying the conditions for selling masks in pharmacies with certain shares (20 masks per person) in order to ensure that the consumer obtains preventive health materials from the Corona virus (Ministry of Commerce & Industry, 2020). The Ministry issued on 2 and 12/4/2020 a decision specifically for the mechanisms of distributing masks through pharmacies, 20 masks at 40 riyals (Ministry of Commerce & Industry, 2020). On April 12/2020, through the Committee to Set the Maximum Prices and Profit Rates, the

Ministry issued Resolution No. 3 of 2020 regarding the maximum fees for e-marketing services and product delivery (Ministry of Commerce & Industry, 2020). In addition, on March 21/2020, the Ministry announced maximum prices for selling medical facemasks. On 3/18/2020, the Ministry announced maximum prices for selling sterilizers and disinfectants (Ministry of Commerce & Industry, 2020), in order to ensure consumer protection and avoid price manipulations at the time of the Corona pandemic (Ministry of Commerce & Industry, 2020).

The Ministry has also intensified - since the beginning of the announcement of the Corona pandemic - in coordination and cooperation with the various concerned authorities its work to meet all the needs of the local market of masks, gloves and sterilizers, and to conduct inspection campaigns to control prices and prevent monopolistic practices (Ministry of Commerce & Industry, 2020).

In this context, the active role of the Consumer Protection and Combating Commercial Fraud department at the Ministry of Commerce and Industry is well observed in the receipt of communications and complaints related to commercial fraud and counterfeiting, inspection of goods in stores, warehouses, factories and places designated for sale, storage or manufacture, apprehending violators, and taking the necessary measures in their regard, in accordance with the laws and regulations in force. And also note the positive role of the Department of Competition Protection of the Ministry of Commerce and Industry in the implementation of laws and regulations for the protection of competition and the prevention of monopolistic practices, as well as the role of the Legal Affairs Department of the Ministry in preparing draft legislation, including currently preparing for a new draft law for consumer protection. These different functions of the digital departments of the Ministry are specified in the Emiri Resolution No. (12) Of 2019 regarding the organizational structure of the Ministry of Commerce and Industry. The role of municipalities in consumer protection in supervising public markets within the scope of municipalities must also be indicated here.

Corona Pandemic: Preventive Measures and the Activation of Administrative, Criminal and Civil Sanctions

The question arises in this context regarding the most prominent penalties that the law imposes on merchant violators, when any violation of consumer rights occurs, and are there realistic cases that state agencies have undertaken in light of these current conditions? (Alderman & Franceschi, 2020).

To answer this question, we point out first that in the event of a violation, the law guarantees the consumer the right to file a complaint with the Ministry, after which it can take appropriate measures and penalties (Ministry of Commerce & Industry, 2020). These procedures and penalties are a set of precautionary measures. Normally the administrative penalty is the administrative closure, and the criminal penalty is the criminal penalties of imprisonment, fine, and the ruling to confiscate or destroy the commodity and the closure of the violating place, while civil sanctions are the compensations for the consumers who suffers harm as a result of the violation.

Precautionary Measures

The Consumer Protection Law grants judicial officers of the Ministry of Commerce and Industry the authority to confiscate materials suspected of being counterfeit, spoiled, or inconsistent with the established standard specifications, or when they were not usable or had expired. In the event that there are solid reasons that lead to the belief that the provider is selling, offering, presenting, promoting or advertising any suspicious materials as described above, in these cases confiscation of the materials will be temporary (Hawa, 2020).

In practice, the Ministry of Commerce and Industry in the State of Qatar has closed shops that violated the rights of consumers in terms of violating the precautionary measures of the Corona stage, which are rights related to safety and adherence to health measures. The Ministry has closed many stores specialized in selling foodstuffs for non-compliance with consumer rights and the legal requirements for precautionary measures in light of the Corona pandemic (Ministry of Commerce & Industry, 2020). Some cafes and service shops have also closed for the same reasons (Ministry of Commerce & Industry, 2020). The Ministry also closed some shops administratively and imposed a fine on selling masks and sterilizers that do not comply with the standard specifications and contain incorrect data, which violates the Consumer Protection Law and decisions related to consumer protection in light of the Corona pandemic (Ministry of Commerce & Industry, 2020).

Administrative Closure of the Place where the Violation Occurred

According Article 17 of Law No. 8 of 2008 regarding Consumer Protection, the Consumer Protection Law granted the Ministry of Commerce and Industry the authority to impose the penalty of the administrative closure of a store or the place where the violation of the provisions of the Consumer Protection Law occurred (Hawa, 2020). The Consumer Protection Law has limited the authority to impose the penalty of administrative closure to the director of the competent department in the Ministry, provided that the closure is done according to a reasoned administrative decision. The law also stipulated that the closure be temporary and not permanent. The law specified a maximum period of one month in the event that the incident causing the violation was committed for the first time, and in case another violation was committed, the closure is for a period of two months as a maximum, but in the event of a third or more violation committed, the legislator sets the duration of the closure to a maximum of three months (Salt & Warren, 2012). The law also provides for the publication of the decision to close on the ministry's website, and in two daily newspapers at the expense of the violator. The Consumer Protection Law also stipulated - in its amendment in 2018 - that a banner be placed in the front of the shop or the place where the violation occurred and that the following phrase be written on it 'closed because it violated the Consumer Protection Law'. The concerned party is granted the right to appeal the administrative closure decision (Ministry of Commerce & Industry, 2018).

In implementation of these rules, the Ministry of Commerce and Industry, for example, closed a restaurant for 15 days for violating the Ministry's circular regarding the prohibition of all restaurants and cafes to serve customers, as precautionary measures to confront the Corona virus (Ministry of Commerce & Industry, 2020).

Criminal Penalties

The Consumer Protection Law, in Articles 18 to 21, provides for the punishments that include imprisonment and a fine. Article 18 of the law stipulated that ‘without prejudice to any more severe penalty stipulated by another law, a penalty of imprisonment for a period not exceeding two years, and a fine of no less than For (3,000) three thousand riyals and not exceeding (1,000,000) one million riyals, or one of these two penalties, whoever violates any of the provisions stipulated in the articles of Chapter Three of this law’. The Law further states that ‘The advertiser is exempted from liability if the information included in the advertisement is technical and cannot verify its authenticity’. The penalty shall be a fine of no less than (15,000) fifteen thousand riyals and not more than (1,000,000) million riyals, if the provider does not warn of the apparent use of the good or service and damages occurred. The penalty is doubled in the event of a repeat offense, and the accused is considered a returnee, if he committed a similar crime within five years from the date of the end of the execution of the sentence or its expiry with the passage of time. All the crimes stipulated in this law are considered the same for cases of repetition (Al-Sharq Newspaper, 2021).

The Consumer Protection Law under Article 22 provides for the possibility of conciliation in any of the crimes stipulated in this law, provided that this process is initiated by the Minister or his delegate, in addition to requiring that conciliation takes place before the criminal case is initiated or during its consideration but before a final ruling is made, Conciliation is in exchange for the payment of an amount not less than twice the minimum fine, and not more than twice the maximum fine. This results in the expiration of the criminal trial. In this context, the penalty for confiscating or damaging the commodity and closing the shop or the violating place is emphasized. The Consumer Protection Law granted the court in the event of a conviction for one of the crimes stipulated in this law - according to Article 21 - and in addition to the prescribed penalty, the authority to rule for the confiscation or destruction of the materials and tools used in their production. The court is also granted the authority to order the closure of the place where the crime occurred, for a period of no less than one month and not exceeding three months. The summary of the conviction issued shall be published at the expense of the violator in two daily newspapers. It is to be noted that this closure is different from the administrative closure. Whereas, this closure is by virtue of a court ruling, the administrative closure is issued by the Ministry of Commerce and Industry as we have previously indicated.

Civil Sanctions

The Consumer Protection Law included many civil sanctions, including the right to obtain the commodity or service that is the subject of consumption. The law requires specific performance by the provider; thereby the consumer obtains all of his rights prescribed by law as well as those agreed upon with the provider.

The law also guaranteed the consumer the right to compensation (Hawa, 2020). Under Article 2 paragraph 7, the consumer has the right to file a lawsuit arguing the violation of his rights. The law also granted the consumer, according to Article 3, the right to acquire just compensation for damages as a result of buying or using goods or receiving services. Any agreement denying the consumer such rights is considered void and null. According to Article 20, the legal person is jointly liability for payment of the compensation if the violation was committed by one of its

employees or in its name or on its behalf. The compensation includes the loss suffered as well as the lost profits (Mahgoub, 2016). The law also provides for the nullification of any condition that would exempt the provider from any of his obligations stipulated in this law, including any condition that exempts the provider from his obligation to return the commodity with a return or exchange of its value for free in the event of a defect in this commodity being discovered or if the commodity was not in conformity with the standard specifications or was not in conformity with the purpose for which the contract was made. Any condition that relieves the provider of its obligation to refrain from selling, offering, offering, promoting, or advertising any goods that are deceptive or spoiled is also null and void. The commodity shall be considered altered or spoiled, if it does not conform to the established standard specifications or is not usable or has expired (Hawa, 2012).

Corona Pandemic and Some Special Legal Protections: Electronic Consumer Protection

Electronic contracting has often become common, especially with the government closures of public and private facilities during the Corona pandemic. This led consumers to increase their transactions remotely by using websites and smart applications to purchase their food, drug needs and other products, as well as in obtaining services. The law No. 16 of 2010 regarding the issuance of the Law of Transactions and Electronic Commerce includes provisions for electronic transactions that take place by using electronic means (Decree Law No 16 of 2010 Promulgating the Electronic Transactions and Commerce Law, Article 2). The law requires, for the validity of their electronic contract, the full agreement between the parties to the contract through using an electronic means agreed upon as a specific application approved by the store, or using the electronic payment card to pay the price, as well as agreeing on the mode and date of the delivery service, and other conditions agreed upon by the parties. The Transactions and Electronic Commerce Act defines "electronic transaction" as any transaction, contract, or agreement that is concluded or performed, in part or in full, by electronic communications. The law defines the 'electronic commerce service' as a service that is usually provided for a fee, or of a non-commercial nature, provided by a combination of an information system and any telecommunications or wireless network or service (Hawa, 2012).

Because of the absence of physical presence between the consumer and the provider and the lack of physical existence of the goods and services of the consumer at the moment of the conclusion of the contract, the law requires the provider to inform the consumer of all necessary data that makes him aware of all material matters in concluding the electronic contract (Kuner, 2003). Consequently, all the basic data of the good or service and methods of using it, the price and terms of the contract and any risks or warnings related to the use of the commodity or service subject to the contract, must be clear. In accordance with Article 57 of the Law of Transactions and Electronic Commerce, the remote contracting consumer has the right to withdraw from the contract concluded electronically by exercising the right to rescind or terminate the contract within three days from the date of concluding the contract. The provider shall also be obliged to maintain the confidentiality of the information provided to him, unless the consumer expressly agrees otherwise (Decree Law No 16 of 2010 Promulgating the Electronic Transactions and Commerce Law, 2010).

In this context, and in view of the growing volume of electronic transactions during the Corona pandemic, the Ministry of Commerce and Industry issued the decision No. 3/2020, specifying the maximum price at 19% of the value of the request, for e-marketing services and

product delivery to guide against the risks of increase in prices, monopolistic practices or commercial fraud. With regard to marketing and delivery services, this rate is set at a maximum of 10% of the order value, in relation to the marketing service only. The delivery fee for the consumer must not exceed 10 Qatari riyals. The decision also prohibited marketing and delivery platforms from imposing any discriminatory conditions on the provider or the consumer, or refusing to deal with or placing restrictions upon the provider. The decision also prohibited imposing any fees or other amounts on the provider and the consumer by any means and under any name, in order to obtain fees for other services that violate the provisions of the aforementioned decision ((Ministry of Commerce & Industry, 2020).

Among the factors reinforcing the importance of activating the protection of electronic transactions is what the United Nations reports indicate that the Corona pandemic has led to a significant increase in the volume of electronic commerce, which reached the limits of 27 billion dollars, an increase of nearly 20% compared to the situation before the pandemic, especially in light of the impact of the Covid-19 on consumer behaviour (Itani & Hollebeek, 2021), and understanding of new consumer habits.

CONCLUSION

The Consumer Protection Law is considered one of the most developed laws within the framework of economic legislation in Qatar, especially for the guarantees it contains for consumer rights. Government measures adopted to protect the consumer at the time of the Corona pandemic are reassuring the consumer against risks to his health and guaranteeing the availability of goods and services at reasonable prices within the specifications and standards that are legally accepted.

I believe that we need to develop new provisions in the Consumer Protection Law that enhance the penalty of those who violate the rights of the consumer at the time of human or natural crisis.

I also argue for the establishment of specialized judicial committees to settle consumer rights disputes, taking into account the private nature of these disputes, the conditions during which the disputes take place, and whether there are exceptional circumstances such as the Corona pandemic in settling consumer rights disputes, priority should be given to reconciliation and mediation.

I also suggest that the Consumer Protection Law be amended to include provisions for the protection of electronic consumer rights. The provisions included in the Electronic Transactions and Commerce Law of 2010 are not enough and they themselves should be subject to change, especially the rules of selling through smart applications and consumer guarantees to exercise the right to refrain from buying or replacing the commodity, and the right to recover the price within a short period.

I suggest include the effect force majeure on the limit of guarantee as a preventive mechanism for the consumer protection right, explaining the impact of closing stores during emergency circumstances such as pandemics on the duration of consumer rights protection, and add article in consumer protection law contains provisions on E-consumer disputes and mechanisms of resolve it effectively way, such as specialized court or using Alternative dispute resolution (ADR) to settle consumption disputes , and enhancing E-courts mechanisms.

I propose establishing a knowledge legal and statistical database on consumer protection contains all judicial rulings, legislation, and statistics relating consumer protection.

REFERENCES

- Abdullah, A. (2021). Coronavirus pandemic and contractual justice: Legal solutions and realistic approaches: A study in Qatari civil law and comparative practices. *Arab Law Quarterly*, 36(2), 2-9.
- Alderman, R., & Franceschi, A. (2020). Consumer law and policy relating to change of circumstances due to the covid-19 pandemic. *Journal of Consumer Policy* 43(3), 1-9
- Al-Sharq Newspaper. (2021). 10/4/2021, *Rulings related to consumer fraud*. Retrieved from [https://al-sharq.com/Commerce and Consumer Affairs Prosecution, \(2020\)](https://al-sharq.com/Commerce%20and%20Consumer%20Affairs%20Prosecution,%20(2020).). Retrieved from <https://www.pp.gov.qa/Arabic/Prosecutions/Pages/prosecutor-details.aspx?ItemId=77>
- Hawa, F. (2012) *Consumer protection law*. Beirut-Lebanon: Al-Halabi Legal Publications
- Hawa, F. (2020). *Legal regulation for consumer protection in Qatari law*. Doha-Qatar: Ministry of Commerce and Industry Publications.
- Hawa, F. (2021). Qatar and prospects of foreign investment from a developing legal perspective. *Arab Law Quarterly* 35(1), 2-9.
- Itani, O., & Hollebeek, L. (2021). Light at the end of the tunnel: Visitors' virtual reality (versus in-person) attraction site tour-related behavioral intentions during and post-COVID-19. *Tourism Management*. 84(2), 1-26.
- Kuner, C. (2003). *European data privacy law and online business*. New York: Oxford University Press.
- Lusail Newspaper. (2020). Retrieved from https://lusailnews.net/pdf/20200316_1584312307-603.pdf
- Mahgoub, G. (2016). *General theory of obligation - Sources of obligation in Qatari law*. Doha: College Of Law-Qatar University Publication.
- Ministry of Commerce & Industry. (2020). Protectionist procedures taken by the ministry of commerce and industry. Retrieved from www.moci.gov.qa
- Nejaida, A. (2005). *General theory of obligation - Sources of obligation*. Cairo: Dar Alnahda al-Arabiya Press.
- Salt, D., & Warren, L. (2012). *Qatar: Amendments to Qatar consumer protection law*. Retrieved from <https://www.mondaq.com/Consumer-Protection/173694/Amendments-To-Qatar-Consumer-Protection-Law>
- The Economist. (2020). *Intelligence unit, the global food security index*. Retrieved from <https://foodsecurityindex.eiu.com/Index>