

Mechanisms for Settling Disputes Relating to Electronic Consumer Contracts

Dr. LAOUAREM Mohamed¹; Dr. TIGRINE Zahira²; Dr. GUERRA Fares³

^{1,2,3}University of Batna 1–Hadj Lakhdar, Algeria

Email: ¹mohamed.laouarem@univ-batna.dz; ²zahira.tigrine@univ-batna.dz;
³fares.guerra@univ-batna.dz

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Abstract

Electronic consumer contracts raise numerous legal issues, which prompted the Algerian legislator to enact substantive rules aimed at protecting the electronic consumer in the digital environment. However, the enactment of substantive rules for consumer protection in electronic contracts is no longer sufficient on its own unless accompanied by procedural mechanisms that embody this protection in reality. Accordingly, this paper will address, in the first section, the rules of judicial jurisdiction as an important mechanism for settling disputes arising from electronic consumer contracts, while the second section will be devoted to electronic arbitration as an effective mechanism for settling disputes relating to electronic consumer contracts.

Keywords: electronic consumer, e-commerce, electronic consumer contracts, judicial jurisdiction, electronic arbitration.

Introduction

The digital development witnessed by the world has led to a major transformation in all aspects of life, given all that the rapid technological and technical advancement of the past two decades has produced, which brought about significant change in the nature and pattern of economic life for consumers worldwide. The COVID-19 pandemic also contributed to the rapid spread of electronic consumer contracts, which resulted in an increase in the volume of disputes arising therefrom. In this context, the protection of the electronic consumer has become one of the most important fundamental duties of modern legislation, since the consumer public constitutes the majority in society. Achieving this goal requires the availability of sufficient substantive legal texts to protect the electronic consumer, while at the same time establishing procedural mechanisms for settling disputes arising from electronic consumer contracts.

From this standpoint, the subject raises a central research problem, namely: *To what extent are procedural mechanisms effective in achieving protection for the electronic consumer?*

To answer this problem, the subject of the study was divided into two sections. In the first section, we addressed the role of the judiciary in settling disputes relating to electronic consumer contracts, while the second section was devoted to the role of electronic arbitration in settling disputes relating to electronic consumer contracts.

1. The Role of the Judiciary in Settling Disputes Relating to Electronic Consumer Contracts

Resort to the judiciary is one of the fundamental rights guaranteeing individuals' freedom through its important role in protecting both the ordinary consumer and the electronic consumer, since the judicial authority has the power to settle disputes arising from electronic consumer contracts through its authority to pursue violations and impose financial penalties on the electronic supplier. From this platform, the study of the judiciary's role in settling disputes arising from electronic consumer contracts requires addressing judicial prosecution, which is demonstrated by identifying the competent judicial body (first) and imposing financial penalties (second).

1.1. The Competent Judicial Body

Electronic consumer contracts are characterized by being concluded in a medium that is not geographically defined and does not belong to the territory of any particular state, which raises the problem of judicial jurisdiction,¹ for disputes arising from electronic consumer contracts whose parties are from within the country do not raise any problem, since the requirements of territorial jurisdiction are in accordance with what Article 39 of the Code of Civil and Administrative Procedures stipulates, namely that the action shall be brought before the court within whose jurisdiction the defendant's domicile is located or the place of delivery of the goods or provision of the service.

As for disputes in which one of the parties is a consumer and the other is a foreigner, the Algerian legislator has not established a conflict-of-laws rule specifically for the applicable law; consequently, the matter is subject to the law of the will determined by the parties. In the absence of agreement between the parties on the applicable law, recourse is made to the rules of attribution contained in Article 18 of the Civil

¹ Haitham Ahmad al-Masawra and Ahmad Abd al-Rahman al-Majali, Consumer Protection in Electronic Contracts (Saudi Arabia: Maktabat al-Qanun al-Iqtisadi, n.d.), 3.

Code,² whereby the common domicile, common nationality, or place of conclusion of the contract is applied to the dispute.

However, many modern legislations and international agreements have tended, in the problem of granting judicial jurisdiction in disputes arising from electronic consumer contracts, to adopt a rule providing for the jurisdiction of the court of the consumer's domicile, which plays an important role in protecting the electronic consumer. The import of this rule is to confer judicial jurisdiction on the court of the state in which the consumer resides. This rule is based on a fundamental idea, namely that the consumer is considered the weaker party in the contractual relationship binding him to the professional, which necessitates legislative intervention to protect him.³

It is therefore incumbent upon the Algerian legislator to consecrate the rule of the jurisdiction of the court of the consumer's domicile in order to provide procedural protection for the latter in cross-border relations, with a view to filling the legislative gap in this regard.

It should be noted that disputes arising from electronic consumer contracts raise numerous legal problems at the judicial level. The first of these is the problem of determining the applicable law and the validity of consent in electronic consumer contracts, in addition to the problem of verifying the capacity of the contracting parties and proving the contract due to the absence of paper documents, by virtue of the specificity of the electronic environment.⁴

The legal problems raised by disputes arising from electronic consumer contracts have caused the protection provided by the judiciary to be fraught with gaps and deficiencies that prevent the achievement of effective and desired protection, which has led to the emergence of other means of settling disputes that are no less important than the judiciary, namely alternative dispute resolution mechanisms, the most important of which is electronic arbitration.

1.2. The Judicial Authority to Impose Penalties

The second aspect of the judicial authority in protecting the consumer is manifested through its broad and exclusive power to impose penalties on various violations committed by the electronic supplier. The Algerian legislator has provided for these

² Ordinance No. 75-58 of 26 September 1975 containing the Algerian Civil Code, Official Journal of the People's Democratic Republic of Algeria, no. 78, as amended and supplemented by Law No. 07-05 of 13 May 2007, Official Journal, no. 31.

³ Rafi Ahmad al-Ubaydi and Abd al-Qadir al-Sadiq, "Protection of the Electronic Consumer in the Field of Judicial Jurisdiction," *Journal of Law and Society* 10, no. 1 (2022): 208.

⁴ Muhammad Azwa, *Legal Mechanisms for Settling Disputes Arising from Electronic Consumer Contracts*, PhD diss., Specialization in Private Law, University of Ahmad Draïya, Adrar, 2020, 168.

penalties in Articles 37 to 48 of Law 18-15 relating to electronic commerce,⁵ which ensures the protection of the electronic consumer's rights as a litigant and achieves the purpose of accountability, namely the imposition of punishment in the event of conviction, thereby deterring the commission of any violations affecting the electronic consumer in the digital space.

2. The Role of Electronic Arbitration in Settling Disputes Relating to Electronic Consumer Contracts

Electronic arbitration does not differ in its essence from traditional arbitration; both are alternative means of settling disputes, whether electronic or traditional, and both are a private route for settling disputes based on the will of the adversaries, and neither takes place unless the parties agree to designate it as a means of settling the existing dispute between them.

Electronic arbitration is defined as that arbitration whose proceedings are conducted through an international communications network by audio-visual means, without the need for the physical presence of the parties to the dispute and the arbitrators in a specific place.⁶

The Algerian legislator did not provide, in Law No. 09-03 on Consumer Protection and the Repression of Fraud,⁷ for the possibility of resorting to arbitration to settle consumer disputes. However, by referring to the general rules relating to arbitration provided for in the Code of Civil and Administrative Procedures,⁸ it is permissible for the professional to agree with the consumer to refer the existing dispute between them to a single arbitrator or several arbitrators, as the case may be.

2.1. The Electronic Arbitration Agreement

The arbitration agreement is considered the foundation of electronic arbitration, for without it, the dispute cannot be removed from the jurisdiction of the competent judiciary to electronic arbitration, which means that the absence of an arbitration agreement entails the absence of an arbitral award. This is what the courts' reasoning

⁵ Law No. 18-05 of 10 May 2018 relating to Electronic Commerce, Official Journal, no. 28 (16 June 2018).

⁶ Khalid Mamdouh Ibrahim, *Arbitration: Electronic Arbitration in International Trade Contracts* (Alexandria: Dar al-Fikr al-Jami'i, 2009), 248.

⁷ Law No. 09-03 of 25 February 2009 relating to Consumer Protection and the Repression of Fraud, Official Journal of the People's Democratic Republic of Algeria, no. 15 (18 March 2009).

⁸ Articles 1006 to 1061 of Law No. 08-09 of 25 February 2008 containing the Code of Civil and Administrative Procedures, Official Journal of the People's Democratic Republic of Algeria, no. 21 (23 April 2008).

has adopted, since it relates to public policy.⁹ Accordingly, we shall attempt to study the concept of the electronic arbitration agreement by defining it and identifying its forms, then addressing, finally, the conditions for the validity of the electronic arbitration agreement.

2.1.1. Definition of the Electronic Arbitration Agreement

Some jurists have defined the arbitration agreement as "an agreement by the parties—the arbitrators—to resort to the arbitration system to settle all or some of the disputes that have actually arisen between them at the time of concluding the arbitration agreement (the arbitration clause), or that may arise between them in the future in connection with a specific legal relationship, whether contractual or non-contractual (the arbitration condition)."¹⁰

The UNCITRAL Model Law defined the arbitration agreement in its Article 7 as: "an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not."¹¹

As for the Algerian legislator, he defined the arbitration agreement in Article 1011 of the Code of Civil and Administrative Procedures, which provides that: "the arbitration agreement is the agreement by which the parties accept to refer a dispute that has already arisen to arbitration."¹²

From these definitions, the electronic arbitration agreement may be defined as: "an agreement concluded by electronic means to settle disputes arising between the parties to the electronic contract without the physical presence of the parties to the arbitration process in one place."

From the foregoing, it is clear that the definition of the electronic arbitration agreement does not differ from the ordinary arbitration agreement except in terms of the electronic means and the absence of the physical presence of the parties during the conclusion of the agreement.

2.1.2. Forms of the Electronic Arbitration Agreement

The arbitration agreement takes one of two forms: either it is in the form of a clause included in the original contract or agreed upon before the dispute subject to

⁹ Ilyas Nassif, *International Contracts: Electronic Arbitration*, 1st ed. (Beirut: Manshurat al-Halabi al-Huquqiyah, 2012), 53.

¹⁰ Muhammad Mamun Sulayman, *Electronic Arbitration* (Alexandria: Dar al-Jami'a al-Jadida, 2011), 111.

¹¹ Huwari Sabah, "Electronic Arbitration and the Extent of Its Effectiveness in Resolving Disputes Arising from Electronic Commerce Contracts," *Journal of Studies and Research* 14, no. 3 (2022): 78.

¹² Article 1007 of Law No. 08-09 of 25 February 2008 containing the Code of Civil and Administrative Procedures.

arbitration arises, or it takes the form of a submission to arbitration, in which the agreement to resort to arbitration is made only after the dispute has arisen.

➤ **The Electronic Arbitration Clause :**

This refers to the clause included in the texts of the contract or in a subsequent contract, whereby the parties agree, before any dispute arises, to settle any disputes that may arise between them by arbitration—that is, according to a pre-prepared model, with the consumer having no option but acceptance without negotiation, and the only way to settle the dispute being resort to electronic arbitration.¹³

We find that the Algerian legislator referred to the arbitration clause in Article 1007 of the Code of Civil and Administrative Procedures, the text of which is as follows: "The arbitration clause is the agreement by which the parties undertake, in a contract connected with rights available within the meaning of Article 1006 above, to refer the disputes that may arise concerning this contract to arbitration."¹⁴

The arbitration clause may be envisaged in cyberspace, since many commercial companies include in their electronic contracts concluded via the Internet an arbitration clause as a means of settling potential disputes arising from the execution of those contracts by arbitration through one of the websites offering electronic arbitration services.¹⁵

➤ **Electronic Submission to Arbitration**

This refers to the agreement of the parties, after the dispute has arisen, to refer it to arbitration in accordance with a written agreement in which the parties define the subject of the dispute, the names of the arbitrators, the place of arbitration, and the arbitration procedures.¹⁶

We find that the Algerian legislator provided for submission to arbitration in Article 1011 of the Code of Civil and Administrative Procedures, when he defined the arbitration agreement as the agreement by which the parties accept to refer a dispute that has already arisen to arbitration,¹⁷ and we also find that he permitted the parties

¹³ Muhammad Duwaqi and Amal Makawi, "Appropriateness of Electronic Arbitration as a Mechanism for Protecting the Electronic Consumer," *Journal of Real Estate and Environmental Law* 10, no. 1 (2022): 368.

¹⁴ Article 1011 of the Code of Civil and Administrative Procedures.

¹⁵ Ahmad Buqart, *The Arbitration Agreement in Disputes Arising from Electronic Commerce Contracts: A Comparative Study*, PhD diss., Faculty of Law and Political Science, University of Mostaganem, 2018/2019, 68.

¹⁶ Khalid Muhammad al-Qadi, *Encyclopedia of International Commercial Arbitration in Disputes Arising from Joint International Projects*, 1st ed. (Cairo: Dar al-Shuruq, 2002), 164.

¹⁷ Article 1011 of the Code of Civil and Administrative Procedures.

to the dispute to resort to arbitration even during the pendency of the litigation before the judicial body.¹⁸

Accordingly, electronic submission to arbitration is subject to the same rules applicable to traditional submission to arbitration, but it is distinguished only by being conducted using the Internet network, and the settlement of the dispute may be based on an electronic arbitration center, so that submission to arbitration takes place electronically by the parties to the dispute sending their agreement to refer the dispute to this center via the Internet.¹⁹

2.1.3. Controls on the Electronic Arbitration Agreement

The arbitration agreement is a legal act of a bilateral nature; it is therefore nothing more than a contract creating obligations on the shoulders of its parties. Hence, a set of substantive and formal conditions necessary for the validity of these obligations must be met.

➤ Substantive Conditions for the Validity of the Electronic Arbitration Agreement

The arbitration agreement does not depart from being a legal act, and therefore its conclusion requires the fulfillment of the same substantive conditions regulated by the general theory of contract, namely consent, subject matter, and cause.

Consent is the concurrence of the parties' wills to accept electronic arbitration as a means of settling the dispute, and this expression must be clear and free from defects of consent such as duress, error, fraud, and exploitation. The consent must also be issued by a person of legal capacity—that is, the legal capacity of all parties to the arbitration agreement must be available, which means that the disputing parties must enjoy the capacity to dispose of rights.²⁰

As for the subject matter in the electronic arbitration agreement, it is the dispute intended to be settled by electronic arbitration, which, according to the general rules, must be actually existing or likely to arise, and must be lawful and not contrary to public policy and public morals; otherwise, the agreement is void.²¹

¹⁸ Article 1013 of the Code of Civil and Administrative Procedures.

¹⁹ Ahmad Buqart, *The Arbitration Agreement in Disputes Arising from Electronic Commerce Contracts*, 73.

²⁰ Article 1006/1 of the Code of Civil and Administrative Procedures, which provides: "Every person may resort to arbitration in respect of rights over which he has absolute disposition."

²¹ Muhammad Azwa and Yusuf Mas'udi, "The Electronic Arbitration Agreement as a Mechanism for Settling Disputes Arising from Electronic Consumer Contracts," *African Journal of Legal and Political Studies*, University of Ahmad Draiya, Adrar, vol. 5, no. 1 (2021): 136.

As for the cause in the electronic arbitration agreement, it is the referral of the dispute to arbitration instead of the judiciary, in view of the speed, reduction of costs, and preservation of commercial reputation that arbitration offers. The cause must be lawful and not involve any case of fraud against the law, such as if it were concluded in order to evade the law applicable to the dispute if it were brought before the judiciary. It is also not permissible to conclude an arbitration agreement concerning a dispute that has already been decided by the judiciary by a final judgment or in which a judgment has been issued for the same reason.²²

➤ **Formal Conditions for the Validity of the Electronic Arbitration Agreement**

Most legislations have required that the arbitration agreement be in writing and signed by the parties. As for electronic arbitration, in the absence of a special legal text, it is subject to the rules applicable to arbitration in general.

❖ **Electronic Writing:** Writing is a basic and necessary condition for the validity of the arbitration agreement, and this is what the Algerian legislator provided for in Article 1040 of the Code of Civil and Administrative Procedures, which required that the arbitration agreement be concluded in writing or by any other means permitting proof by writing.²³

In the same context, the Algerian legislator recognized electronic writing through the text of Article 323 bis 1 of the Civil Code, the text of which is as follows: "Proof by writing in electronic form is considered equivalent to proof by writing on paper, provided that the identity of the person who issued it can be verified and that it is prepared and preserved in conditions ensuring its integrity."²⁴

Electronic writing refers to those electronic messages sent by the parties, whereby the offer and acceptance are exchanged between them, and they must be readable and comprehensible.²⁵

²² Ahmad Buqart, *The Arbitration Agreement in Disputes Arising from Electronic Commerce Contracts*, 158.

²³ Article 1040 of Law No. 08-09 containing the Code of Civil and Administrative Procedures.

²⁴ Article 323 bis 1 of Ordinance No. 75-58 of 26 September 1975 containing the Algerian Civil Code, as amended and supplemented, *Official Journal of the People's Democratic Republic of Algeria*, no. 78 (30 September 1975).

²⁵ Fatima Za'zu'a and Naja Za'zu'a, "Electronic Arbitration as a Mechanism for Settling Electronic Commerce Disputes Under Algerian Legislation," *Journal of Algerian and Comparative Public Law* 8, no. 1 (2022): 141.

❖ **Electronic Signature:** The New York Convention of 1958, as well as the UNCITRAL Model Law of 1985 and the majority of national arbitration laws, have required that the arbitration agreement be signed by the parties to the dispute, on the basis that the signature is the link that proves the person's consent to the document and what is contained in its content, which gives the ordinary and electronic document probative force and thus makes it attributable to the person who issued it. Therefore, it is necessary to activate the role of the electronic signature so that the parties to the legal relationship can be identified through their signature on the exchanged electronic documents.²⁶

The Algerian legislator defined the electronic signature in Article 2 of Law No. 15-04 relating to electronic signature and certification as: "data in electronic form, attached to or logically associated with other electronic data, used as a means of authentication."²⁷

Thus, the electronic signature includes any information stored electronically, which can be used to identify the identity of the signatory and confirm his consent to the information contained in the electronic contract.

The importance of the electronic signature in the electronic arbitration agreement is evident in that it is considered a modern means of achieving the parties' consent by identifying and determining the person giving consent and the final direction of his will to what has been agreed upon in the contract, except that it is concluded through an electronic intermediary.

2.2. The Appropriateness of the Agreement on Electronic Arbitration in Electronic Consumer Contracts

Developments in the field of information and communication technology have led to the emergence of specialized electronic arbitration bodies and centers for settling disputes arising from electronic commerce contracts, which are mostly consumer contracts. With the emergence of settlement centers, special rules have been established for managing consumer disputes that serve their interests, where the arbitration is binding on one side only, with the seller being bound by the decision issued by the arbitration body.

²⁶ Yusuf Mas'ud and Rahab Arjilos, "The Extent of the Probative Force of the Electronic Signature in Proof Under Algerian Legislation (A Study in Light of the Provisions of Law No. 15-04)," *Journal of Ijtihad for Legal and Economic Studies*, University Center of Tamanrasset, no. 11 (2017): 82.

²⁷ Law No. 05-04 of 1 February 2015 establishing the General Rules Relating to Electronic Signature and Certification, *Official Journal of the People's Democratic Republic of Algeria*, no. 6.

2.2.1. Methods of Agreement on Electronic Arbitration in Electronic Consumer Contracts

With the emergence of modern means of communication and the Internet, which increased the spread of electronic contracts and particularly consumer contracts, these means contributed to the development of arbitration so that it too became electronic justice through the establishment of specialized centers that work to settle disputes electronically. Among the most prominent of these centers are:

➤ Online Shopping Centers

These centers create electronic websites that allow sellers to display their goods and provide services in accordance with certain controls, and at the same time help consumers obtain the best prices. Among the most important shopping sites are the E-bay center and the Quicks Stores center. These centers impose on sellers the necessity of complying with all obligations that serve to protect the consumer.²⁸

In such centers, the consumer, in the event of a dispute, has the option either to resort to the competent judiciary or to resort to the online settlement center available from the shopping centers after the dispute has arisen—that is, the arbitration agreement takes the form of a submission to arbitration, which is permitted by doctrine and the judiciary in electronic consumer disputes.²⁹

➤ Settlement Centers Through the Granting of a Trust Mark

The trust mark is a certificate granted by globally trusted settlement centers to sellers who have membership in these centers, in exchange for their commitment to all the legal texts established by the center, including the acceptance of settling their disputes with their customers before the center, whenever the consumer expresses his desire to settle the dispute. If the seller refrains from fulfilling his obligation, the center has the right to withdraw this mark from him. It is also noted that these centers impose on the seller the obligation to pay annual or monthly financial amounts in exchange for settling his disputes with consumers.³⁰

²⁸ Muhammad Azwa and Yusuf Mas'udi, "The Electronic Arbitration Agreement as a Mechanism for Settling Disputes Arising from Electronic Consumer Contracts," 142.

²⁹ Muhammad Duwaqi and Amal Makawi, "Appropriateness of Electronic Arbitration as a Mechanism for Protecting the Electronic Consumer," 370.

³⁰ Muhammad Azwa and Yusuf Mas'udi, "The Electronic Arbitration Agreement as a Mechanism for Settling Disputes Arising from Electronic Consumer Contracts," 143.

2.2.2. Appropriateness of Electronic Arbitration for Disputes Arising from Electronic Consumer Contracts

We shall attempt to demonstrate the appropriateness of electronic arbitration for disputes arising from electronic consumer contracts with respect to the applicable rules, then we shall address the appropriateness of the value of the dispute and the costs of electronic arbitration with electronic consumer contracts.

➤ Appropriateness of Electronic Arbitration from the Perspective of the Applicable Rules

The development of means of communication and especially the Internet has proven that the electronic arbitration system was created specifically for settling disputes arising from electronic commerce contracts, which are mostly consumer contracts. With the emergence of settlement centers, special rules have been established for managing consumer disputes that serve their interests, where the arbitration is binding on one side only, with the seller being bound by the decision issued by the arbitration body,³¹ while the consumer is not bound by it unless he accepts it. In the event that the consumer objects to the arbitration decision, he may resort to the judiciary, and electronic arbitration awards are also executed through self-execution.³²

Accordingly, electronic arbitration decisions always remain suspended in their enforceability on the acceptance and consent of the consumer, since his right to resort to the judiciary is always preserved, and he is not compelled to waive it unless he accepts to do so. The arbitration decision is also subject to judicial oversight in the event of its contravention of what serves the interests of the parties to the dispute. Therefore, the electronic consumer has the right to bring an action for annulment, which is a means exercised by the judiciary over arbitration decisions. This has led some to say that electronic arbitration achieves, through the applicable rules of electronic settlement centers, better protection than that provided by national laws, since the latter do not take into account the requirements of electronic commerce.³³

³¹ Muhammad Muhammad Hasan al-Hasani, *Protection of the Electronic Consumer in Private International Law* (Cairo: Dar al-Nahda al-Arabiya, 2012), 200.

³² Muhammad Duwaqi and Amal Makawi, "Appropriateness of Electronic Arbitration as a Mechanism for Protecting the Electronic Consumer," 371.

³³ Muhammad Azwa, *Legal Mechanisms for Settling Disputes Arising from Electronic Consumer Contracts*, PhD diss., University of Ahmad Draïya, Adrar, 2020/2021, 274.

➤ **Appropriateness of the Value of the Dispute and the Costs of Electronic Arbitration with Electronic Consumer Contracts**

The emergence of electronic arbitration centers has facilitated the electronic consumer's claim to his right from anywhere in the world without bearing any costs, and even if there are costs, they are negligible compared to the value of the dispute, since these centers use mechanisms and establish legal regulations that oblige sellers to fulfill their obligations, and also require them to resort to these centers in order to settle their disputes with consumers, with all the burdens being deducted from their subscriptions to these centers.³⁴

What is most noteworthy is that when the electronic consumer purchases from a site bearing a trust mark or from approved marketing centers, he benefits from the services provided by the site, the most important of which is that he will not pay any financial amount to electronic settlement centers, and this is in order to protect the electronic consumer who deals with these centers via the Internet and to encourage him to continue in these transactions without fear.

In addition, the electronic consumer's resort to electronic settlement centers enables him to obtain a speedy resolution of the dispute and the realization of his right compared to the ordinary judiciary, especially in cases where the consumer goods are perishable or the matter requires proof of a hidden defect.³⁵

It should be noted that alternative dispute resolution mechanisms are not limited to electronic arbitration, since mediation has also become one of the alternative mechanisms, as arbitration is now resorted to only after exhausting the mediation path. The effectiveness of the mediation system lies in the fact that its goal is to devise innovative solutions to resolve the dispute or avoid it.

Conclusion

In conclusion, we conclude that the specificity enjoyed by electronic consumer contracts, since they are concluded at a distance and lack physical presence, has contributed to widening the gap between the electronic consumer and the electronic supplier, which has necessitated the consecration of procedural mechanisms to protect the electronic consumer, whether related to the judiciary mechanism or the electronic arbitration mechanism, which includes in its essence measures reflecting serious protection. However, this protection has been fraught with some gaps and deficiencies.

³⁴ Muhammad Muhammad Hasan al-Hasani, Protection of the Electronic Consumer in Private International Law, 198.

³⁵ Muhammad Azwa, Legal Mechanisms for Settling Disputes Arising from Electronic Consumer Contracts, 275.

Through this study, we have extracted a set of findings and a set of recommendations as follows:

Findings

- The judicial authority has the power to settle disputes arising from electronic consumer contracts through its authority to pursue violations and impose financial penalties on the electronic supplier.
- The Algerian legislator has not established a conflict-of-laws rule specifically for the applicable law on electronic consumer contracts; consequently, the matter is subject to the law of the will determined by the parties, or in the absence of agreement between the parties on the applicable law, recourse is made to the rules of attribution contained in the Civil Code.
- Disputes arising from electronic consumer contracts raise numerous legal problems at the judicial level, the most important of which are the problem of determining the applicable law and the validity of consent in electronic consumer contracts, in addition to the problem of verifying the capacity of the contracting parties and proving the contract.
- The legal problems raised by disputes arising from electronic consumer contracts result in the inadequacy of the protection provided by the judiciary, which has led to the emergence of other means of settling disputes that are no less important than the judiciary, the most important of which is electronic arbitration.
- Electronic arbitration does not differ from traditional arbitration in its essence; both are means of settling disputes, except that they differ in terms of the means employed, which were made available by the information revolution and modern means of communication.
- Alternative dispute resolution mechanisms are not limited to electronic arbitration, since mediation has also become one of the alternative mechanisms, as arbitration is now resorted to only after exhausting the mediation path. The effectiveness of the mediation system lies in the fact that its goal is to devise innovative solutions to resolve the dispute or avoid it.

Recommendations

- The Algerian legislator should consecrate the rule of the jurisdiction of the court of the consumer's domicile in order to provide procedural protection

for the latter in cross-border relations, with a view to filling the legislative gap in this regard.

- Law No. 18-05 on Electronic Commerce should be amended by adding provisions addressing matters relating to judicial jurisdiction in the field of electronic consumer contracts.
- The Algerian legislator must determine the competent judicial body to examine disputes relating to electronic commerce in general and electronic consumer contracts in particular—whether they fall under specialized circuits or the provisions of the ordinary judiciary apply to them—in addition to the necessity of training judges specialized in this field.
- The use of modern means, particularly the Internet, in concluding electronic consumer contracts has had a significant impact on the previous legal rules prior to its emergence. Therefore, it has become necessary to establish new rules consistent with the specificity of this contract in order to achieve justice based on legal certainty and the preservation of consumer rights as the weaker party in such contracts.
- A system of alternative dispute resolution using electronic means should be adopted alongside the official judiciary, within Law No. 18-05 relating to Electronic Commerce or within Law No. 09-03 relating to Consumer Protection and the Repression of Fraud.
- A special legal system for electronic arbitration should be established and developed to keep pace with international developments and to recognize electronic arbitration procedures.

References

Laws and Official Texts

- Law No. 18-05 of 10 May 2018 relating to Electronic Commerce. *Official Journal*, no. 28 (16 June 2018).
- Law No. 09-03 of 25 February 2009 relating to Consumer Protection and the Repression of Fraud. *Official Journal*, no. 15 (18 March 2009).
- Law No. 05-04 of 1 February 2015 establishing the General Rules Relating to Electronic Signature and Certification. *Official Journal*, no. 6.
- Law No. 08-09 of 25 February 2008 containing the Code of Civil and Administrative Procedures. *Official Journal*, no. 21 (23 April 2008).
- Ordinance No. 75-58 of 26 September 1975 containing the Algerian Civil Code (as amended).

Books and Monographs

- al-Hasani, Muhammad Muhammad Hasan. *Protection of the Electronic Consumer in Private International Law*. Cairo: Dar al-Nahda al-Arabiya, 2012.
- al-Masawra, Haitham Ahmad, and Ahmad Abd al-Rahman al-Majali. *Consumer Protection in Electronic Contracts*. Saudi Arabia: Maktabat al-Qanun al-Iqtisadi, n.d.
- al-Qadi, Khalid Muhammad. *Encyclopedia of International Commercial Arbitration in Disputes Arising from Joint International Projects*. 1st ed. Cairo: Dar al-Shuruq, 2002.
- Ibrahim, Khalid Mamdouh. *Arbitration: Electronic Arbitration in International Trade Contracts*. Alexandria: Dar al-Fikr al-Jami'i, 2009.
- Nassif, Ilyas. *International Contracts: Electronic Arbitration*. 1st ed. Beirut: Mansurat al-Halabi al-Huquqiyah, 2012.
- Sulayman, Muhammad Mamun. *Electronic Arbitration*. Alexandria: Dar al-Jami'a al-Jadida, 2011.

Theses and Dissertations

- Azwa, Muhammad. *Legal Mechanisms for Settling Disputes Arising from Electronic Consumer Contracts*. PhD diss., Specialization in Private Law, University of Ahmad Draiya, Adrar, 2020/2021.
- Buqart, Ahmad. *The Arbitration Agreement in Disputes Arising from Electronic Commerce Contracts: A Comparative Study*. PhD diss., Faculty of Law and Political Science, University of Mostaganem, 2018/2019.

Journal Articles

- al-Ubaydi, Rafi Ahmad, and Abd al-Qadir al-Sadiq. "Protection of the Electronic Consumer in the Field of Judicial Jurisdiction." *Journal of Law and Society* 10, no. 1 (2022): 208.
- Azwa, Muhammad, and Yusuf Mas'udi. "The Electronic Arbitration Agreement as a Mechanism for Settling Disputes Arising from Electronic Consumer Contracts." *African Journal of Legal and Political Studies* 5, no. 1 (2021): 136–143.
- Duwaqi, Muhammad, and Amal Makawi. "Appropriateness of Electronic Arbitration as a Mechanism for Protecting the Electronic Consumer." *Journal of Real Estate and Environmental Law* 10, no. 1 (2022): 368–371.
- Huwari, Sabah. "Electronic Arbitration and the Extent of Its Effectiveness in Resolving Disputes Arising from Electronic Commerce Contracts." *Journal of Studies and Research* 14, no. 3 (2022): 78.

- Mas'ud, Yusuf, and Rahab Arjilos. "The Extent of the Probative Force of the Electronic Signature in Proof Under Algerian Legislation." *Journal of Ijtihad for Legal and Economic Studies*, no. 11 (2017): 82.
- Zaazoua, Fatima, and Naja Zaazoua. "Electronic Arbitration as a Mechanism for Settling Electronic Commerce Disputes Under Algerian Legislation." *Journal of Algerian and Comparative Public Law* 8, no. 1 (2022): 141.