

**ANALYSING THE EFFECTIVENESS OF THE FEDERAL COMPETITION AND  
CONSUMER PROTECTION ACT 2018 IN THE PROTECTION OF CONSUMERS  
IN ELECTRONIC COMMERCE**

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**Abstract**

This study critically examines the effectiveness of the Federal Competition and Consumer Protection Act (FCCPA) 2018 in safeguarding Nigerian consumers engaged in electronic commerce. An overview of the FCCPA is provided, outlining its statutory framework and intended objectives. The paper adopts a doctrinal research methodology in its analysis, using primary and secondary sources of research materials. The analysis critiques the Act's provisions for consumer protection in digital transactions, highlighting both strengths and shortcomings. The study also investigates the enforcement mechanisms, focusing on the role of the Federal Competition and Consumer Protection Commission (FCCPC) and the judicial options available. Notable successes in enforcement are discussed alongside challenges such as low consumer awareness and prolonged judicial bottlenecks that hinder effective redress. Comparative insights from jurisdictions such as the UK, China and India are examined to suggest potential improvements. This work discovers that the FCCPA does not make provisions addressing e-commerce concerns in consumer protection, as is done in other jurisdictions analysed in this study. This paper offers recommendations for reform of the FCCPA to accommodate e-commerce concerns, as well as staff training on the use of digital technology and appropriate software, among other recommendations.

**Keywords:** FCCPA 2018, Consumer Protection, Electronic Commerce, Enforcement Mechanisms

**Introduction**

The Federal Competition and Consumer Protection Act 2018 (FCCPA) is a comprehensive law that aims to protect Nigerian consumers of goods and services in all sectors of the economy. The FCCPA was enacted after several outcries of lack of a legal framework to protect the consumer. What was in existence prior to now was the Consumer Protection Council (CPC) Act<sup>2</sup> which did not adequately provide for protection of the consumer and has now been repealed and replaced by this new Act. What Nigeria had in existence were different legislations each protecting the consumer in specific areas, for

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<sup>2</sup> Cap C25 Laws of the Federation of Nigeria (LFN) 2004.

example, we have the National Agency for Food and Drug Administration and Control Act<sup>3</sup> (NAFDAC Act), Standards Organisation of Nigeria Act 2015, Weight and Measures Act,<sup>4</sup> Central Bank of Nigeria Consumer Protection Framework 2016 and many more. Consequently, in 2018, the first comprehensive consumer protection law was enacted to basically provide for protection of consumers of goods and services. This paper seeks to analyse whether this law also makes provision for protection of consumers in electronic commerce. A critique of this law will be carried out hereunder.

### **1.1 Overview of the Federal Competition and Consumer Protection Act 2018**

As noted earlier, the Federal Competition and Consumer Protection Act 2018 (FCCPA) replaced the CPC Act. Notably, there are lots of differences in the FCCPA that were not contained in the CPC Act. Some of which include provision of mergers, prevention of the circulation of goods and services constituting a public hazard unlike the CPC Act which only gave the consumer the power to apply to court to prevent such circulation, duties and rights are accorded to the manufacturers and consumers respectively, the functions and powers of the new Commission are more than that of the CPC Act, prevention of abuse of dominant power and monopoly now exist as against creation of awareness and advertising as provided in the CPC Act.<sup>5</sup>

The FCCPA has made so many provisions available for the protection of the consumer to include- Agreements in restriction of trade or competition is abolished.<sup>6</sup> Exclusion clauses by exempting liability are abolished.<sup>7</sup> Abuse of dominant market position is abolished.<sup>8</sup> The Commission can investigate monopoly.<sup>9</sup> The Act also makes provision for rights available to a consumer of goods and services to include right to information in plain and understandable language,<sup>10</sup> right to disclosure of price of goods or services,<sup>11</sup> product labelling and trade description by manufacturers,<sup>12</sup> disclosure of reconditioned or second-hand goods,<sup>13</sup> consumer's rights to select suppliers,<sup>14</sup> consumers right to cancel advance reservation booking or order<sup>15</sup> consumers right to choose or

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<sup>3</sup> Cap N1 Laws of the Federation of Nigeria (LFN) 2004.

<sup>4</sup> Cap W3 Laws of the Federation of Nigeria (LFN) 2004.

<sup>5</sup> O Babatunde, & O Adegbite, 'Consumer Protection under the Nigerian Federal Competition and Consumer Protection Act 2019: Critical Appraisal.' (2021). *Journal of African Law*, 65,1, 79-97. Available at <<https://doi.org/10.1017/S0021855320000605>> accessed 28 April 2023

<sup>6</sup> Federal Competition and Consumer Protection Act 2018, (FCCPA 2018) s. 59

<sup>7</sup> FCCPA 2018, s. 61.

<sup>8</sup> FCCPA 2018, s. 72

<sup>9</sup> Part X

<sup>10</sup> FCCPA 2018, s. 114

<sup>11</sup> FCCPA 2018, s. 115

<sup>12</sup> FCCPA 2018, s. 116

<sup>13</sup> FCCPA 2018, s. 117

<sup>14</sup> FCCPA 2018, s. 119

<sup>15</sup> FCCPA 2018, s. 120

examine goods,<sup>16</sup> consumer's rights to return goods,<sup>17</sup> right to fair dealings,<sup>18</sup> consumers right against false, misleading or deceptive representations,<sup>19</sup> unfair, unreasonable or unjust contract terms by suppliers is prohibited,<sup>20</sup> section 129 lists prohibited transactions, agreements, terms or conditions, section 130 lists the rights of a consumer pertaining to the quality and safety of goods and services; consumer's rights to safe and good quality goods.<sup>21</sup>

The Act further lists provisions pertaining to the duties of manufacturers, importers, distributors and suppliers of goods and services to include- duty to label goods properly,<sup>22</sup> duty to withdraw hazardous goods from the market,<sup>23</sup> liability for defective goods,<sup>24</sup> liability arising from sale or supply of goods not to be excluded,<sup>25</sup> liability for breach of implied obligations by law<sup>26</sup> liability for misrepresentation<sup>27</sup> evasion by means of secondary contracts for example, excluding or restricting any right or remedy in respect of a manufacturer, seller or supplier's liability or subjecting a consumer to any prejudice as a result of the person trying to enforce his/her rights or remedy,<sup>28</sup> section 143 provides for implied term about time for execution of contracts which should be within a reasonable time.

The Act goes further to list offences, some of which include Price fixing, bid rigging, obstruction of investigation, conspiracy, giving false or misleading information and failure to attend and give evidence. Where a consumer is aggrieved, he has to apply to the commission for investigation and redress, appeals lie from the commission to the competition and consumer protection tribunal, a dissatisfied party can further upon judgment from the tribunal apply for judicial review to the Court of Appeal. This is commendable considering the delay in court proceedings. There are also penalties contained in the Act.

## **1.2 Critique of the FCCPA vis a vis Protecting Consumers Engaging in Electronic Commercial Transactions**

The FCCPA does not make provisions for formation of online contracts, restrictions on deleting customer reviews, regulation of electronic commerce platform operators and holding them accountable, safety of data of consumers on electronic commerce platforms, sellers' information including their business name (whether registered or not), geographical address, customer care contact information, and any ratings or aggregated feedback, as well as any additional

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<sup>16</sup>FCCPA 2018, s. 121

<sup>17</sup>FCCPA 2018, s. 122

<sup>18</sup>FCCPA 2018, s. 124

<sup>19</sup>FCCPA 2018, s. 125

<sup>20</sup>FCCPA 2018, s. 127

<sup>21</sup>FCCPA 2018, s. 131

<sup>22</sup>FCCPA 2018, s. 134

<sup>23</sup>FCCPA 2018, s. 135

<sup>24</sup>FCCPA 2018, s. 136

<sup>25</sup>FCCPA 2018, s. 137

<sup>26</sup>FCCPA 2018, s. 138

<sup>27</sup>FCCPA 2018, s. 140

<sup>28</sup>FCCPA 2018, s. 141(2)

details necessary to help consumers make well-informed decisions before purchasing; no provision on electronic payment methods and regulations, regulation of digital goods and services, provisions regulating terms of use and where they must be displayed, updates on terms of use clicking consent buttons, electronic platform operators engaging in self-operated business, clearly differentiate its business from that of other sellers on the platform to avoid misleading consumers, effecting deliveries online, seller posting fake reviews. All these omitted provisions are provided for in laws in other jurisdictions which will be analysed hereunder.

Also, the remedies available to consumers under the FCCPA, such as refunds or compensation, may not fully compensate them for any harm suffered as a result of unfair trade practices or deceptive marketing tactics in electronic commerce.<sup>29</sup> In addition, the FCCPA applies only to transactions that take place within Nigeria, which means that consumers who make purchases from foreign websites or platforms may not be fully protected by the Act.<sup>30</sup> Another salient issue is that the FCCPA makes no provision as to non-delivery of goods.

Similarly, parts ix and x prohibit abuse of dominant positions and monopolies in the marketplace, but it may not fully address the issue of dominant platforms in electronic commerce, such as online marketplaces, that can exercise significant control over pricing, distribution, and access to consumers.

Furthermore, the Act as aforementioned prohibits false or misleading advertising and deceptive pricing, which can also occur in electronic commerce transactions. However, it may not fully address the issue of platform manipulation, where platforms use algorithms and data to steer consumers towards certain products or services.<sup>31</sup>

Also, the FCCPA does not explicitly address issues such as data privacy, cybersecurity, or digital identity verification, which are becoming increasingly important in electronic commerce transactions.<sup>32</sup>

In all, while the FCCPA may adequately address consumer issues in traditional commerce, it falls short of addressing several consumer related issues in electronic commerce transactions.

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<sup>29</sup>D Erah, & I Ume, 'An Overview of the Federal Competition and Consumer Protection Act 2019: Implications for Consumer Protection and Business Operations in Nigeria.' *Journal of Law and Society*, 4,1, 1-18.

<sup>30</sup>N Idris. 'An Overview of the Federal Competition and Consumer Protection Act 2019: Its Impact on Business Practices in Nigeria'(2020). *Journal of Law and Conflict Resolution*, 12,1, 1-10.

<sup>31</sup>A Olumide, & F Okoli, 'Nigeria's Federal Competition and Consumer Protection Act 2019: The Implications for the Country's Business Environment.' (2021). *International Journal of Business and Society*, 22, S2, 159-174.

<sup>32</sup>O Onyeka, 'Assessing the Effectiveness of the Federal Competition and Consumer Protection Act 2019 in Nigeria'. (2020). *Covenant Journal of Business & Social Sciences*, 11,1, 89-100.

### **1.3 The Enforcement Mechanisms of the Federal Competition and Consumer Protection Act**

#### **1.3.1 The Federal Competition and Consumer Protection Commission**

The Federal Competition and Consumer Protection Act created the Federal Competition and Consumer Protection Commission (FCCPC), the body responsible for enforcing the Act and ensuring businesses comply with fair competition and consumer protection laws. In as much as the FCCPA has made significant strides in promoting consumer protection and ensuring a competitive marketplace in Nigeria, the enforcement of the Act faces a range of effectiveness issues, successes, and challenges. These will be enumerated hereunder.

##### **1.3.1.1 Evaluating the Effectiveness of the Federal Competition and Consumer Protection Commission**

The FCCPC has a broad structure and powers to enforce the provisions of the FCCPA. They include.

**a. Investigative Powers:** The FCCPC has the authority to investigate complaints from consumers,<sup>33</sup> initiate inquiries into market practices, and conduct dawn raids on businesses suspected of anti-competitive practices.

**b. Prosecutorial Powers:** The FCCPC can directly initiate a complaint concerning any allegedly prohibited conduct on its own motion, an industry sector regulator or an accredited consumer protection group.<sup>34</sup> Upon initiating or receiving a complaint, the Commission may issue a notice of non-referral to the complainant in the prescribed form, if the complaint appears to be frivolous or vexatious or does not allege any fact which would constitute grounds for a remedy under the Act; refer the complaint to an industry sector regulator with jurisdiction over the matter for investigation or resolution; or direct an inspector to investigate the complaint as quickly as practicable.

After receiving a report of an investigation into a complaint, the Commission will issue a notice of non-referral to the complainant in the prescribed form, make an order, or issue a compliance notice.<sup>35</sup> Where a matter has been investigated by the Commission, and the Commission and the respondent agree on the proposed terms of an appropriate order, the agreed terms shall be made on the order of the Commission.<sup>36</sup> This is a settlement mechanism that allows the Commission and the respondent to resolve disputes amicably without going through the full administrative trial or court process, once agreed, the terms are officially made part of an enforceable order of the Commission. The Commission may thereafter, if it deems fit, register the order in a court of competent

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<sup>33</sup>FCCPA 2018, s. 146

<sup>34</sup> FCCPA 2018, s. 148(2)

<sup>35</sup> FCCPA 2018, s. 148(3)

<sup>36</sup> FCCPA 2018, s. 149(1)

jurisdiction and the court, without hearing any evidence, may confirm that agreement as a consent order.<sup>37</sup>

**c. Redress for Consumers:** The FCCPC facilitates consumer redress through refunds, compensation, and even product recalls when businesses fail to meet acceptable standards.<sup>38</sup>

### 1.3.1.2 Notable Successes in Enforcement

The FCCPC has tried to create awareness on their website, for instance, prior to Black Friday of 2023, which takes place on the last Friday of every November, a day where goods and services are sold and offered for sale at the lowest prices all around the world, the FCCPC issued a circular on its site warning prospective buyers online of an increase of fake online stores by 130%, including scams, misrepresentation and other exploitative conduct, and advised consumers to be vigilant and insist on their rights.<sup>39</sup>

The FCCPC has successfully intervened in several high-profile cases, particularly in industries where consumers have faced exploitative practices, for example, in the telecommunications sector, the FCCPC has taken action against unfair billing practices and poor service delivery in Nigeria's telecommunications industry. They have imposed fines on mobile service providers who failed to meet consumer standards.<sup>40</sup>

In the electricity sector, the FCCPC has been instrumental in resolving consumer complaints about estimated billing and poor service delivery from electricity distribution companies. It has worked with regulators to introduce measures for consumer redress in this critical sector.<sup>41</sup>

In the health and pharmaceuticals sector, the Commission has also cracked down on misleading advertisements and substandard products in the health and pharmaceutical sectors, ensuring that companies adhere to proper product labelling and consumer safety standards.<sup>42</sup>

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<sup>37</sup> FCCPA 2018, s. 149(2)

<sup>38</sup> FCCPA 2018, s. 149(3)

<sup>39</sup> Federal Competition and Consumer Protection Commission, '*Advisory: Possible Black Friday Fraud*' (23 November, 2023) <<https://fccpc.gov.ng/advisory-possible-black-friday-fraud>> accessed 28 October 2024.

<sup>40</sup> FCCPC, 'FCCPC engages GTB, MTN and Air peace over possible violation' December 1, 2024. <<https://fccpc.gov.ng/fccpc-engages-gtbank-mtn-and-air-peace-over-possible-violations/>> Accessed 18 February 2025.

<sup>41</sup> J Inah, 'FCCPC to Enforce Consumer Protection Regulations in Electricity Sector' November 5, 2024, *Voice of Nigeria*, <<https://von.gov.ng/fccpc-to-enforce-consumer-protection-regulations-in-electricity-sector/>> Accessed 18 February 2025.

<sup>42</sup> F Okpale, 'FCCPC urges tribunal to dismiss Coca-Cola's appeal against N186m fine' Business Day, December 19, 2024 <<https://businessday.ng/news/article/fccpc-urges-tribunal-to-dismiss-coca-colas-appeal-against-n186m-fine/>> Accessed 18 February 2025.

### 1.3.1.3 Challenges to the Enforcement of the FCCPA

Despite these successes, several challenges undermine the full effectiveness of the FCCPA enforcement mechanism. First, is in the area of limited resources and capacity. The FCCPC is still a relatively young institution, and it struggles with limited funding, human resources, and technology. This makes it difficult for the agency to investigate and prosecute all violations, especially in sectors where anti-competitive practices are rampant, such as the informal economy.<sup>43</sup>

Secondly, on consumer awareness and participation, many Nigerian consumers are unaware of their rights under the FCCPA, leading to low reporting of violations. The lack of widespread consumer awareness limits the number of complaints lodged with the FCCPC, hindering enforcement efforts.<sup>44</sup>

The third aspect is judicial bottlenecks where enforcement actions initiated by the FCCPC often face delays in Nigeria's slow judicial system. Cases can be prolonged for years, reducing the deterrent effect of the Commission's actions on violators.<sup>45</sup>

Fourth is in the area of market monopoly and cartels where certain sectors in Nigeria, such as the cement and oil markets, are heavily dominated by a few powerful players.<sup>46</sup> The FCCPC has had difficulty addressing cartel-like behaviour, price-fixing, and monopolistic practices in these sectors due to the influence and power of these corporations.<sup>47</sup>

Fifth, the FCCPC often faces jurisdictional conflicts with other regulatory agencies and overlap of functions and powers. For instance, in sectors like telecommunications, banking, and insurance, where sector-specific regulators (for example, the Nigerian Communications Commission, the Central Bank of Nigeria, and National Insurance Commission) exist, the FCCPC has encountered difficulties in coordinating enforcement actions.<sup>48</sup> This overlap can create confusion and impede swift regulatory interventions.

Furthermore, there are other instances where the FCCPC has not been able to fully protect Nigerian consumers in e-commerce transactions, for instance, during the COVID-19 pandemic, many businesses were accused of price gouging

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<sup>43</sup> E Omoregie, 'Consumer Protection and Awareness in Nigeria: Issues and Challenges' (2020) *The Nigerian Law Journal* 12(2), 45-58.

<sup>44</sup> Ibid

<sup>45</sup> A Ademola, 'Judicial Delays and the Enforcement of Consumer Protection Laws in Nigeria (2020) *Nigerian Journal of Law and Public Policy* 16(3),101-113.

<sup>46</sup> Reuters. 'Nigeria raps dominance of large cement firms hampering economy', April 21, 2021. <<https://www.reuters.com/world/africa/nigeria-raps-dominance-large-cement-firms-hampering-economy-2021-04-21/>> Accessed on 18 February 2025.

<sup>47</sup> M Adeleye, 'Nigeria's oil politics and the other side of Dangote's conglomerate' *Business Day*. <<https://businessday.ng/opinion/article/nigerias-oil-politics-and-the-other-side-of-dangotes-conglomerate/>> Accessed 18 February 2025.

<sup>48</sup> FCCPC, 'FCCPC Floors MTN: Court Affirms its Regulatory Authority in the Telecommunication Sector'. <<https://fccpc.gov.ng/fccpc-floors-mtn-court-affirms-its-regulatory-authority-in-the-telecommunications-sector/>> Accessed 18 February 2025.

essential goods like face masks and hand sanitizers. This led to Jumia Nigeria delisting 390 products belonging to 168 sellers of hand sanitizers and facemasks from its platform following a warning issued by FCCPC to sellers engaged in such act.<sup>49</sup> Notwithstanding, enforcement was inconsistent, and many offenders were able to still exploit the system without facing significant penalties.

### 1.3.2 Option of the Court

The FCCPA also makes use of the courts to settle consumer related disputes. Under section 152 of the Act, it provides that where upon an investigation by the Commission of a complaint by a consumer it is proved that the consumer's right has been violated, or a wrong has been committed by the way of trade, provision of services, supply of information or advertisement thereby causing injury or loss to the consumer, the consumer shall in addition to the redress which the Commission may impose, have a right of civil action for compensation or restitution in a court of competent jurisdiction. As noted earlier, the cases in court can be prolonged for several years, thereby making this option less attractive to use.

## 1.4 Lessons from Other Jurisdictions

### 1.4.1 China

In China, the Electronic Commerce Law of the People's Republic of China 2018 (The Law), provides for protection of consumers in e-commerce transactions. It makes provision for the formation of online contracts under article 49 which provides that a contract is formed when a user chooses the goods or services and successfully submits the order. It further restricts deleting customer reviews<sup>50</sup>, regulation of e-commerce platforms<sup>51</sup>, however, our legislations do not provide for these.

Under the Law, electronic platform operators (for example Konga and eBay) are to develop and publicise service agreements (for example Terms of use and services agreements) and transaction rules containing rights and obligations in terms of, among other things, goods and service quality protection, consumers interest protection and personal information protection. This information should be placed at a conspicuous position on its home page and ensure operators (sellers) and consumers may read and download same in full.<sup>52</sup> Our legislations do not provide for these, nor regulation of e-commerce platforms.

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<sup>49</sup> Federal Competition and Consumer Protection Commission, '*Jumia Delists 390 Products on Account of FCCPC Warning Over Hike in Prices of Protective and Hygiene Products, Assures Commission of Cooperation* (20 June 2020) <<https://fccpc.gov.ng/jumia-delists-390-products-on-account-of-fccpc-warning-over-hike-in-prices-of-protective-hygiene-products-assures-commission-of-cooperation>> accessed 28 October 2024.

<sup>50</sup> Electronic Commerce and Consumer Protection Law China 2018, a. 39.

<sup>51</sup> Section 2.

<sup>52</sup> Electronic Commerce and Consumer Protection Law China 2018, a. 32-33.

On service agreements updates, public opinions and opinion of users are to be solicited first which should be displayed at a conspicuous position of its homepage.<sup>53</sup> Similarly, electronic platform operators carrying out self-operated business should distinguish their own business from operators (sellers) so as not to mislead consumers.

Also, e-commerce platform operators that know or should know that the goods sold or services provided by operators on their platform are not in compliance with the requirements for safeguarding personal and property safety, including goods and services relating to life and health of consumers, not excluding failure to examine the qualification of the operators on platform or fails to fulfil the obligation to safeguard safety of consumers, which causes damage to consumers, shall be liable in accordance with laws.<sup>54</sup> Our FCCPA provides for safety of consumer goods by sellers, but no liability for owners of the e-commerce platform.

The Law also makes provision for online transmission of goods and provides via article 51 that where the subject matter of the contract is delivered through online transmission, the time when the subject matter of the contract arrives at the specific system designated by the other party and can be searched and identified shall be the delivery time. UK's Consumers Rights Act 2015 also makes provisions for this as will be seen below. Furthermore, e-commerce parties may adopt electronic payment for payment of goods and services. Electronic payment service providers are to provide users with account statements and transaction records of the recent three years free of charge.<sup>55</sup> Electronic payment service providers are to promptly and accurately, provide payment confirmation to the user upon completion of payment.<sup>56</sup> Electronic payment service providers shall be liable for losses caused by unauthorised payment, except that it can prove that the unauthorised payment is caused by the fault of the user.<sup>57</sup> It is submitted that this section is not a fool proof protection for buyers on e-commerce platforms. Also, the Law does not make provision for who bears liability for non-delivery of goods on electronic market platforms. Albeit, these sections are not available in the FCCPA.

#### **1.4.1.1 Other Shortcomings of China's Law on Consumer Protection in Electronic Commerce**

In as much as it makes provision for online deliveries which is commendable, it does not also provide for regulation of drone or robotic delivery systems in e-commerce. It further provides for online dispute resolution<sup>58</sup> but does not provide for how the mechanism shall work. It does not make provision for misleading advertisement in electronic commerce because it has an Advertisement law. It does not make provision for social selling. Thus, while it is

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<sup>53</sup>Electronic Commerce and Consumer Protection Law China 2018, a. 34.

<sup>54</sup>Electronic Commerce and Consumer Protection Law China 2018, a. 38.

<sup>55</sup>Electronic Commerce and Consumer Protection Law China 2018, a. 53.

<sup>56</sup>Electronic Commerce and Consumer Protection Law China 2018, a. 56.

<sup>57</sup>Electronic Commerce and Consumer Protection Law China 2018, a. 57.

<sup>58</sup> Electronic Commerce and Consumer Protection Law China 2018, a. 63.

advisable to adopt provisions from this law and tailor it to suit our legal system, it is still lagging behind in regulating some emerging technologies and legal issues. Besides, Nigeria has unique political, economic and infrastructural challenges which may impede the direct adoption and implementation of some provisions of this law, hence the need to tailor each provision to suit our legal system.

#### **1.4.2 India**

In India, there exists The Consumer Protection (E-Commerce) Rules, 2021 of India (The Law) which was enacted to protect consumers in electronic commerce transactions. It restricts imposition of cancellation charges on consumers cancelling after confirming purchase.<sup>59</sup> Consent has to be expressed through explicit affirmative actions for example, clicking the 'I agree' button is deemed consent.<sup>60</sup> The FCCPA does not provide for this. The Law ensures that descriptions, images, and other content pertaining to goods or services on their platform is accurate and corresponds directly with the appearance, nature, quality, purpose and other general features of such good or service.<sup>61</sup> It also provides for regulation of e-commerce market places (for example Jumia and Amazon), this is a similarity to China's regulation as observed above. The FCCPA however, does not provide for this. In relation to the regulation of e-commerce market places, electronic commerce market places are to provide details about the sellers offering goods and services, including the name of their business, whether registered or not, their geographic address, customer care number, any rating or other aggregated feedback about such seller, and any other information necessary for enabling consumers to make informed decisions at the pre-purchase stage.<sup>62</sup> It also imposes obligations on e-commerce sellers; for example, it restricts sellers from falsely representing themselves as a consumer and post reviews about goods or services or misrepresent the quality or the features of any goods or services.<sup>63</sup> Many of these provisions are not contained in our legislations.

It also makes provisions for advertisements in that, a seller shall ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services. The FCCPA and the Advertising Regulation discussed earlier also provide for them.

##### **1.4.2.1 Shortcomings of the Indian Law on Consumer Protection in Electronic Commerce**

The India Law does not provide for the regulation of the emerging technologies and legal issues also discussed earlier for instance, formation of online

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<sup>59</sup>The Consumer Protection (E-Commerce) Rules, 2021 of India (India E-Commerce Rules 2021) s. 4(8).

<sup>60</sup>India E-Commerce Rules 2021, s. 4(9).

<sup>61</sup>India E-Commerce Rules 2021, s. 5(2).

<sup>62</sup>India E-Commerce Rules 2021, s. 5(3).

<sup>63</sup>India E-Commerce Rules 2021, s. 6(2).

contracts and determining jurisdictional and choice of law issues in online contracts. It does not also provide for regulation of electronic payment service providers on e-commerce platforms like China did. However, its scope covers digital goods.<sup>64</sup> Furthermore, as noted earlier, adoption and implementation of certain provisions of this law may be impeded by Nigeria's peculiar political, economic and infrastructural systems, bearing in mind that these jurisdictions are known for manufacturing, exports, and better economic structures and policies which support trade. As such, tailoring their provisions to suit our system will make implementation possible.

### **1.4.3 United Kingdom**

The Consumer Rights Act 2015 remains a cornerstone of consumer protection in the UK. It covers various aspects of consumer protection, including contracts for goods, services, and digital content, unfair terms, and enforcement. It also sets out the rights of consumers and the obligations of sellers, including the right to receive goods and digital content of satisfactory quality, fit for purpose, and as described. The FCCPA and Sale of Goods Act make provisions on these except on digital goods and services. On digital content corresponding to description, the CRA provides that where the consumer examines a trial version before the contract is made, it is not sufficient that the digital content matches (or is better than) the trial version if the digital content does not also match any description of it given by the trader to the consumer.<sup>65</sup> It also provides for online delivery of digital content where it states that the digital content is supplied when the content reaches the device of the consumer and the consumer has access to it.<sup>66</sup>

#### **1.4.3.1 Shortcomings of the United Kingdom Law on Consumer Protection in Electronic Commerce**

Although the CRA aims to clarify consumer law, its complexity can still make it difficult for consumers and small businesses to understand their rights and obligations fully. The CRA combines multiple statutes, which, while comprehensive, can be overwhelming to navigate without legal assistance. Consumers may struggle to understand specific terms and sections, which limits their ability to exercise their rights effectively without external guidance. It does not also adequately address recurring digital issues, such as software updates, compatibility problems, or digital ownership. It does not also provide clear remedies for consumers who experience significant delays, inconvenience, or indirect financial losses resulting from faulty goods or poor service.

### **1.5 Conclusion and Recommendations**

In as much as the FCCPA has addressed some issues which cut across electronic commerce, for example, misleading advertising, misrepresentation, unfair contract terms, it does not provide for regulating e-commerce platforms,

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<sup>64</sup>India E-Commerce Rules 2021, s.2(a).

<sup>65</sup>Consumers Rights Act 2015 (Consumers Rights Act, UK), s. 36.

<sup>66</sup> Consumers Rights Act, UK, s. 39(2)(a)(3)(4)(5).

payment on e-commerce platforms, formation of online contract, online deliveries, digital goods and services, subscriptions, deleting negative reviews, falsely imputing positive reviews. Practical challenges ranging from fragmented enforcement, limited regulatory capacity, to the evolving nature of digital commerce undermine its full effectiveness. ■

It is recommended that the FCCPA be amended to accommodate electronic commerce issues just as is done in the UK, China and India. This will foster confidence in consumers' engagement in electronic commerce. It will also ensure that the rights of consumers engaged in online commerce are adequately safeguarded. Also, the FCCPC should be equipped to monitor e-commerce platforms breaching FCCPA provisions, its staff should be trained in the use of digital technology and appropriate software to work effectively. More offices should be created across the country and online dispute resolution should be introduced for swifter redress.