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VIRTUAL STANDARD FORM OF CONTRACT AND PROTECTION OF ONLINE CONSUMERS : A CRITICAL STUDY

Dr. Gyanendra Fulzalke[*]

Introduction

Science and technology intervened in every sector of human life. Technology has grabbed all human needs and provided easy access to many superhuman tasks. The law is also changing with needs of time and copes up with technological advancements. Online companies are emerged with leap and bounds. Due to online marketing system consumers also turned in to E-consumers. The online companies are selling everything under the sun and beneath the earth to online consumers. They have virtual standard form of contract while dealing with vendees. Through traditional system provide effective protection is provided to consumers but such is not the case with E-consumers or online consumers. There is argent need to provide effective protection to all online consumers so that baby of online sale will flourish in prudent adult. Hence there is an urgent need of time to have a fresh look at online service and goods providers and protection given to online consumers.

Objectives of the study

To analyse the protection provided to online consumers

To find out the pros and cons of online sale of goods and services

Hypothesis

Online consumers or E-consumers are helpless in virtual standard form of contract of companies.

Research Methodology

The researcher adopted non doctrinal research methodology to conduct the present research. The data has been collected only form E-consumers who are regular online purchasers of goods and services through Flipkart and Amazon websites. The data of 100 online consumers has been collected through random

sampling method. The data is collected form Parbhani city of Maharashtra, India only. Data collection schedule is prepared. Ten questions are asked by refresher of multiple choice for data collection form online consumers.

Online Consumers

A consumer buy or agrees to buy any property movable or immovable form any e-commerce website is called as online consumers. Modern generation is very much used to with information technology. Many traditional consumers are converting in to online consumers. Hence there is dire need of protection of E-consumers.

The Concept of Virtual Standard Form of Contract

Contract is a mutual legal relationship between two or more parties. Contract confers contractual rights which are enforceable through judicial mechanism. Generally, contract is entered by the parties' face to face or through agents. Due to advancement of technology online contracts are entered by the consumers. Begore purchasing any property from online E-commerce companies' online consumers have to agree with the slandered form of contract of companies.

It is expected that online consumers must read the terms and conditions, under them and then click I agree tab, but some times it is highly impossible for online consumers to read all terms and conditions of contract hence there is urgent need to provide effective protection to online consumers. Following are some probable legal problems may be faced by the online consumer :

1. Return policy of property
2. Guarantee or warranty of products
3. Shipping changes applied
4. Defective goods
5. Liability of harmful goods or dangers goods
6. Liability of perishable goods

Data Collection

The researcher collected data of online consumers through survey in Parbhani city, Maharashtra, India. Following is a sample of Data collection.

Discussion

The researcher asked ten questions and obtained the answers. Analysis of data is as follows.

Question	Answers			
Q.1.Are you regular Online Consumer or E-consumer?	Yes 100		No 000	
Q.2. How many times you purchase goods and services online in a year?	50	34	07	09
Q.3. Are you aware about virtual standard form of contract of online companies?	Yes 35		No 65	
Q.4. If you find goods or services defective, what you usually do?	11	10	64	15
Q.5. Do you get quick response from online companies?	12	61	09	18
Q.6. Do you know the return policy of online companies in standard form of contract?	Yes 36		No 64	
Q.7. Have you faced any difficulty or helplessness against online companies while returning the goods?	Yes 75		No 25	
Q.8. Do you get easy access and satisfactory answers Form Company regarding defective goods?	10	69	10	11
Q.9. Do you think online consumers are protected by Virtual Standard form of contract?	Yes 70		30	
Q.1o. Would you prefer to online purchasing after regarding Virtual Standard Form of Contract	Yes 69		No 31	

Findings & Conclusion

1. 50% online consumers purchase the goods more than ten order per year.
2. 65% online consumers are unaware about virtual standard form of contract of companies.
3. Only 35% online consumers are aware of about virtual standard form of contract
4. 64% online consumers return the goods if they found it defective
5. 15% consumers use the defective goods or services
6. 61% Online companies are responding to complaints of consumers

7. 64% online consumers don't no the return policy of companies.
8. 75% online consumers are helpless against the online companies it means they don't get any help for return the defective goods or services.
9. 69% online consumers get easy access and satisfactory answers for company regarding defective goods.
10. 70% online consumers think that they are well protected by virtual standard form of contract.
11. 69% online consumers preferred online purchasing after the reading of virtual standard form of contract.
12. 31% online consumers are not interested in online purchasing after the reading of virtual standard form of contract.
13. 59% Males are online consumers whereas only 41% females prefer online purchasing.

Suggestions

1. There is an urgent need to create awareness among online consumers about virtual standard form of contract
2. The online companies must be penalized for delay in dealing with consumers complaints
3. Virtual standard form of contract must be easy to understand and it should be in vernacular language or in such language under stood by the consumer.

End Notes

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