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The role and importance of corporate governance in protecting the rights of consumers in the field of electronic commerce

Annotation: *The emergence of new forms of trade and the provision of services, the consumer market has created new opportunities for doing business, using new methods of buying and selling goods and providing services through the development of modern information and telecommunication technologies, and this is in the process, entrepreneurs use various means of trade to expand their activities providing services and selling goods in all possible areas. Remote forms of selling goods and providing services are becoming more and more attractive for buyers, as well as for users of objects of copyright and related rights, as well as for sellers of goods containing such objects, the Internet, mobile networks and other telecommunications. taking steps to expand their activities using these tools. Therefore, this article talks about the protection of consumer rights in remote sales and the role of corporate governance in these processes.*

Key words: *distance selling, corporate governance, consumer rights, e-commerce, dispute resolution tools.*

Today, commerce is mostly done in virtual space rather than markets. Ensuring the rights and obligations of e-commerce participants in these processes creates certain difficulties. In order to ensure maximum protection of the rights and legal interests of the consumer purchasing goods remotely, the legislator has developed a system of requirements and restrictions that are mandatory for all participants of remote purchasing.

During the implementation of electronic commerce, the opportunity to directly deal with goods is deprived, and the way to get information about the product is the description written about it²⁵. In the most optimal cases, they get acquainted with the photo of the

²⁵ Abdusaidovich K. A. Investigation of theatricalities of thefts and robberies on motor vehicles //Asian Journal of Multidimensional Research (AJMR). – 2019. – T. 8. – №. 11. – C. 109-114.



product and the opinion of previous customers. It is from this point of view that the buyer's options are limited when concluding a distance commercial contract.

In addition, e-commerce can create inherent risks for the consumer, as the consumer repeatedly finds out that he does not receive the right product or service. In this regard, it is necessary to analyze the current norms strictly regulating the activities of business entities in the field of distance trade in the legislation.

First of all, we need to clarify what e-commerce is. In accordance with the Law No. O'RQ-792 dated 29.09.2022 "On Electronic Commerce", electronic commerce is the purchase of goods (works, services) within the framework of entrepreneurial activity, carried out in accordance with the contract concluded through the electronic trading platform using information systems. -is sold²⁶. The main principles of electronic commerce are:

- ✓ freedom to carry out business activities in the field of e-commerce;
- ✓ the discretion of concluding contracts in e-commerce;
- ✓ equality of conditions for participation in electronic commerce;
- ✓ protect the rights and legal interests of e-commerce entities;
- ✓ ensuring the appropriate level of quality of goods (works, services);
- ✓ openness and transparency of processes in electronic commerce;
- ✓ ensuring information security in electronic commerce²⁷.

When we talk about the protection of consumer rights in distance trade, it is necessary to clarify who the consumer is. A consumer is a citizen (individual) who buys goods for personal consumption or other purposes, orders work, services or has the same intention, and consumer goods (work) , service), as well as getting correct and complete information about the manufacturer (executor, seller); free choice of goods (work, service) and its quality; safety of goods (work, service); goods (work, service) with dangerous defects for life, health and property, as well as material damage, moral damage caused due

²⁶ Khakberdiev A. The concepts of criminal staging, its elements, methods of Detection and investigation N //Review of law sciences. – 2020. – T. 4. – №. 1. – C. 1.

²⁷ Manba: <https://lex.uz/uz/docs/-6213382>

to the illegal action (inaction) of the manufacturer (executor, seller) full coverage; apply to the court and other competent state bodies for protection of violated rights or interests protected by law; consumers have basic rights such as establishing public associations.

As we mentioned above, the rights of the consumer may be violated due to the fact that buyers cannot get detailed information about the Goods in electronic trade. For this reason, the producer (executor, seller) of the legislation is obliged to provide timely, correct and understandable information to the consumer about the goods (work, services) he is selling²⁸. In this case, this information can be delivered to consumers on product labels, stamps, technical documentation or in any other way accepted for certain types of goods (works, services).

In addition, the seller is obliged to provide information on the procedure and conditions for returning quality goods in writing at the time of goods delivery. The lack of such information does not deprive the buyer of the right to refuse the goods. Interestingly, a slightly different experience has developed in Europe, and European legislation does not always impose the obligation on the entrepreneur to provide the necessary information to the consumer, but sets requirements for the quality of such information and regulates the consequences of providing it²⁹.

At this point, it should be noted that the absence of a purchase receipt in traditional trade gives the seller the right to refuse to return the goods, while in electronic commerce this rule does not apply. That is, in the case of online shopping and the return of the goods, the buyer does not have to return the purchase receipt for the goods.

In addition, the consumer has the right to demand not only the quality of the product, but also its safety³⁰. This requirement is that the goods (work, service) purchased by the consumer have been produced or performed in compliance with sanitary and hygiene, including radiology, anti-epidemic requirements and other applicable norms and

²⁸ Abdusaidovich K. A. The theoretical basis for the classification of criminal dramatization, methods for their identification and investigation //International Journal of Psychosocial Rehabilitation. – 2020. – T. 24. – №. 8. – С. 1930-1945.

²⁹ Ширвиндт А.М. Ограничение свободы договора в целях защиты прав потребителей в российском и европейском частном праве / под общ. ред. А.Л. Маковского; Исследовательский центр частного права. М.: Статут, 2014. 158 с. // Справочно-правовая система «Консультант Плюс»

³⁰ Xakberdiev A. A. ARBITRATION COURT: SOME ISSUES OF LAW PROTECTION //World Bulletin of Management and Law. – 2021. – T. 4. – С. 9-12.

regulations, and his life, health will consist of the right to demand a guarantee that it will be safe for the environment, as well as that it will not cause damage to its property.

Requirements for goods (work, service) to be safe for consumer's life, health, property and environment are determined by legislation. These legislative requirements are approved by the Decree of the Cabinet of Ministers of the Republic of Uzbekistan No³¹. 318 of July 6, 2004 and the Decree of the Cabinet of Ministers of the Republic of Uzbekistan No. 122 of April 28, 2011. It is carried out on the basis of the list of types of products produced in the territory of the Republic of Uzbekistan and imported into it, approved by the Compulsory procedure.

The manufacturer (executor) ensures that the product (work, service) will be safe during the service life or shelf life, if no such period has been established, within ten years from the date of sale of the product to the consumer (performance of work) must provide.

In accordance with the legislation for the production of goods (performance of work, provision of services) that pose a danger to the life, health, property and environment of consumers:

- ☞ producer (executor);
- ☞ the body that approved regulatory documents;
- ☞ the body that issued the certificate of conformity;
- ☞ bodies of health, ecology and environment protection, veterinary services or

other bodies that allowed the production or sale of dangerous goods (work, service) are responsible.

The damage caused to the life, health or property of the consumer due to the failure to ensure the safety of the goods (work, service) shall be compensated in accordance with Article 20 of this Law.

If it is necessary to observe special rules for the safe use of goods (work, service) or for their transportation and storage in this way, the manufacturer (executor) shall develop

³¹ Khakberdiev A. A. PROSPECTS OF IMPROVING ARBITRATION COURTS AS ONE OF THE METHODS OF ALTERNATIVE DISPUTE RESOLUTION IN UZBEKISTAN //Web of Scientist: International Scientific Research Journal. – 2023. – T. 4. – №. 1. – C. 77-88.

such rules³², and the seller (executor) shall bring them to the attention of consumers. must deliver.

If it is determined that the use of goods, their storage, transportation or disposal, the results of work (service) cause harm to the consumer's life, health, property or the environment, the manufacturer (executor, seller) must immediately stop their production (execution, its realization), take measures to remove them from circulation and take them back from consumers until the causes of damage are eliminated.

If the causes of the damage cannot be eliminated, the manufacturer (executor, seller) must remove such goods from production, complete work and service, in this case, the seller of medical, food and household chemical goods or must be disposed of by the manufacturer. In case of non-fulfillment of these obligations by the seller or manufacturer (executor), removal of the goods from production, termination of work and service provision, withdrawal from circulation and withdrawal from consumers to ensure the safety of the goods (work, service) and it is carried out according to the instructions of the state administration bodies that control the quality.

The procedure for removing batches of goods that are dangerous for the consumer's life, health and property, as well as for the environment, prohibiting the performance of work³³ and the provision of services shall be determined by the Government of the Republic of Uzbekistan.

Damage caused to the consumer in connection with the return of the goods, prohibition of work and service provision must be fully compensated by the manufacturer (executor, seller).

If the manufacturer (seller) has taken all necessary measures to recall the goods with dangerous properties, he is released from responsibility for the damage caused by the consumer's continued use of the goods.

³² Khakberdiev A. A. WAYS OF IMPROVING ARBITRATION COURTS IN UZBEKISTAN //INTELLECTUAL EDUCATION TECHNOLOGICAL SOLUTIONS AND INNOVATIVE DIGITAL TOOLS. – 2023. – T. 2. – №. 14. – C. 75-81.

³³ Хакбердиев А. А. Ўғирлик ва талончиликка таълуқли бўлган инсценировкани тергов қилиш //журнал правовых исследований. – 2020. – Т. 5. – №. 1.



In some cases, the Goods agreed upon during online sales may be delivered to the consumer with certain defects rather than intact. In order to protect the consumer's rights in such situations, the legislation stipulates that when defective goods are sold³⁴, the consumer has the right to demand one of the following, if this was not mentioned during the conclusion of the contract:

- ✎ exchange the goods for goods of the same brand (model, item) of acceptable quality;
- ✎ replace the goods with another brand (model, item) and recalculate the purchase price accordingly;
- ✎ free elimination of product defects or reimbursement of costs incurred by the consumer or a third party to eliminate defects;
- ✎ reduce the purchase price in proportion to the defect;
- ✎ cancel the contract and compensate for the damage.

If defects:

- ✎ during the warranty period or expiration date of the goods;
- ✎ within six months for goods without a warranty period and expiration date;
- ✎ within two years from the date of transfer of real estate to the consumer, if the contract does not provide for a longer period;
- ✎ if it is determined by the Government of the Republic of Uzbekistan for seasonal goods, the consumer can exercise these rights.

If the consumer discovers that there are defects in the items that are an independent component of the sets, accessories, sets and complexes sold to him and have an independent price, their defects are also related to the entire set, sets, sets and complexes. has the right³⁵ to impose the requirements stipulated in the first part of this article in relation to its independent components.

³⁴ Хакбердиев А. А. ЖИНОЙЙ ИНСЦЕНИРОВКАДАГИ САЛБИЙ ҲОЛАТЛАР //ЖУРНАЛ ПРАВОВЫХ ИССЛЕДОВАНИЙ. – 2020. – №. SPECIAL 4.

³⁵ Хакбердиев А. Выдвижение версий по преступным инсценировкам при осмотре места происшествия, их проверка и распознавание //Review of law sciences. – 2020. – Т. 1. – №. Спецвыпуск. – С. 171-182.

The consumer imposes the requirements stated in the first part of this article on the seller.

The consumer's claims are considered if he presents a receipt or goods receipt, and for goods with a fixed warranty period, a duly issued technical passport or another document that replaces it.

In case of loss of the consumer's technical passport, its restoration is carried out in accordance with the law.

Defects detected in the product will be eliminated by the manufacturer. The relationship between the manufacturer and the seller is regulated by the contract.

Nowadays, there is another situation that is common in our practice and violates the rights of consumers, which cannot be emphasized.

Electronic commerce has not appeared recently, this type of trade has been operating in Uzbekistan for 5-6 years. Because of this, many consumers do not return the goods sold by sellers. Because collecting these debts requires time and a lot of effort for organizations, commercial organizations prefer to violate consumer rights. If you visit online stores and buy a certain product, you must first agree to the public offer. Many people are not interested in the public offer, but this public offer contains a lot of information. Currently, if commercial organizations have a dispute, the dispute is considered to belong to the court at the location of the organization, and it is determined that this court will consider it. This significantly limits the consumer's ability to participate in the resolution of a dispute that may arise in the future. Approval of such public offers is within the authority of the corporate management body of the organization.

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