

Consumer's Rights in the Free Market Economy – A Comparative Study between Jordanian and Iraqi Law

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Abstract: This study aims to highlight the rights of consumer in the free market economy, according to Jordanian law and Iraqi law. The called rights appear through the offence of violating consumer rights, breach of contractual obligations, and misleading commercial advertisements. The concept of consumer rights dates back to 1962, with US President Kennedy declaring in a congressional meeting four basic consumer rights, to which four rights were added later, for a total of eight rights: Right to Safety; Right to Healthy Environment; Right to Representation; Right to Access to Information; Right to Education and Awareness; Right to Choose; Right of Recourse from Contract/Right to Withdraw from Contract Right to Litigation and Compensation. The study will deal with these consumer rights, guaranteed by law.

Keywords: Consumer rights, Free market economy, Jordanian law, Iraqi law.

1. Introduction

The Industrial and technological development in the past years, in addition to countries adopting a free market economy system, contributed to flooding the market with highly complex industrial products that consumers are not used to, which in turn led to an escalation of the conflict gap between producers and consumers; In addition to the development of fraud methods and means used by producers, this has created the need to provide them with effective protection and to enact special laws to regulate the interests of this segment. However, the consumer protection lagged behind in Jordan and Iraq, as the Jordanian Legislative Council approved the Consumer Protection Law only in (2017). The legislative protection for consumers in Iraq is only ink on paper. Despite the issuance of the Iraqi Consumer Protection Law No. (1) Of (2010), the law, which has passed ten years since its issuance, has not been activated until this moment. The Consumer Protection Council, which the law provided for its formation and entrusted with the task of protecting the consumer and representing him before the courts, was not formed, and the law has not been amended since its issuance, despite the criticisms of the jurists, which will be highlighted during reviewing the criminalization of Iraqi law for violations affecting the consumers.

The offences affecting the consumer rights provided for in

Jordanian and Iraqi consumer protection laws will be dealt with as address the sanctions resulting from violating the provisions of the Consumer Protection Law.

2. Violation of Consumer's Rights

Based on the legislative drafting, the object of protection in this offence is the rights of the consumer, as the rights of the consumer are defined as follows: "A set of rules for the consumer that protect his economic interests and regulate his contract another party". The fundamental principles adopted by the Arab countries in their legal legislation on consumer protection are the same eight rights approved by the United Nations in Resolution No. (39/248) of (16th April, 1985), and are summarized as following.

In Article (3/b) of the Jordanian Consumer Protection Law, the Jordanian legislator criminalizes any act or omission that involves a violation of the inalienable rights of the consumer, which reads: "The supplier is prohibited from engaging in any act or omission that would violate any of the rights of the consumer".

By reviewing the text of Article (3/b) of the Jordanian Consumer Protection Law, it becomes clear that the legislator required, in order to implement this offence, that the supplier conduct a behaviour that violates any of the consumer's rights, legislator did not require that the conduct be positive, as this offense is also based on the negative conduct of the supplier who refuses to do a task that the legislator asked him to do.

This offence is achieved through positive conduct, such as providing the consumer with a product that does not meet safety requirements, which leads to a violation of one of the consumer's rights, which is his right to health and physical integrity. The material element of this offence can also be achieved through negative conduct, such as the failure of the professional to provide the consumer with sufficient information related to the commodity or service provided to him, such as not informing him of the risks of using the commodity, which leads to the occurrence of the criminal consequence of violating his right to obtain information, in addition to his right to safety.

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Evidentially, according to consumer protection law, the offence of violating consumer rights needs to get moral element, which is the criminal intent defined by the Jordanian legislator in Article (63) of the Penal Law as: "the will to commit a crime in the manner set forth in the law." The intent required for the offence of violating consumer rights is the general criminal intent with its two elements of (knowledge and will), which materializes through the supplier's knowledge that his act or omission will affect one of the consumer's rights granted to consumer by law, while directing his will towards the commission of this act or omission.

By the following, we will treat the called rights.

1) *Right to Safety*

The right to safety, or as it is called, the right to ensure safety, is part of the consumer's personal rights, which guarantee health and physical and mental integrity, and the consumer's right to maintain his health is considered the most important rights that the law seeks to preserve, whether in the scope of consumers or individuals in general. The right to health and physical integrity is a constitutional right guaranteed by supreme law to all.¹

Jurisprudence defines the right to ensure safety as: "Exercising effective control by the obligated (Professional) over all elements that may cause harm to the beneficiary creditor of the commodity or service. This is evident in the case of in which the physical and health complementarity of the consumer is preserved from any harm caused by the performance of contractual obligations in the commitment concluded between the consumer and the professional"².

Accordingly, the consumer has the right to be protected by law from commodity and services marketed by professionals and merchants that pose risks to the physical or mental health of the consumer. The state must exert its efforts in terms of legislation or oversight to ensure consumer access to goods and services that meet safety requirements and are far from fraud and imitation.

To guarantee this right, the state seeks to limit fraud by providing goods and services with certain specifications and an appropriate level of quality³, by obliging manufacturers or importers to adhere to certain specifications to ensure the quality of their products commensurate with the of public safety and safety requirements.

This right also includes protecting the consumer from the risks of marketing commodities that threaten his life and safety, such as expired commodities and contaminated commodities, by requiring producers to disclose the places of preparation and manufacture of foodstuffs and to monitor their transportation and distribution, and prohibiting the sale of expired commodities.

In spite the Iraqi legislator did not stipulate the right of the

consumer to ensure safety in Article (6) of the Consumer Protection Law, he does criminalize actions that affect the consumer's right to health and physical integrity, which is evident in Article (9), Paragraph (4) of the Consumer Protection Law⁴, by prohibiting concealment, modification, removal or distortion of the expiry date, and in Paragraph (5) of the same article, he also prohibited "to repackage damaged or expired products with packages and wrappers bearing a contrary and misleading validity to the consumer".

While the Jordanian legislator addressed this right in more than one place. Among the most important provisions of the Jordanian Consumer Protection Law concerning⁵ this right is what was stipulated in Paragraph (1/a) of Article (3) of the consumer's right to: "Obtaining goods or services that achieve their purpose without causing any harm to his interests or health upon the normal or expected use of these goods or services". Article (6/a) of the same Law sets out the cases in which a commodity or service is considered defective, as follow:

1. "Lack of safety requirements for normal or expected use.
2. Not in conformity with applicable mandatory technical rules.
3. Failure to match the declared characteristics or failure to achieve the results that have been informed to the consumer.
4. Levels of declared performance or quality of the commodity or service are not met, or the existence of defects and deficiencies, or non-usability in accordance with what has been prepared for it for a period commensurate with its nature."

The Jordanian legislator also clarified the supplier's obligations, which are another aspect of the consumer's rights, Article (4) of the same law, which stipulates in its paragraph (a) that the supplier must: "Ascertaining the declared quality of the goods or services with which he deals and their usability or consumption as prepared for". Legislator also bounded the supplier in paragraph (b) of the same Article by: "Ensure that the commodities or services he deals with conform to the advertised characteristics, and that these commodities or services achieve the declared results for the consumer".

Judgment No. (1295) of (2020) is a judicial example of violating the consumer's right to safety, as it states: "By reviewing the documents of this complaint, the court finds that the established fact is that the complainant ... filed a complaint with the Ministry of Industry and Trade / Consumer Protection Directorate against the defendant, where the complainant went to the defendant in her beauty salon for hair dyeing and collagen treatment for an amount of (270) dinars, and after completing the dyeing and treatment, the complainant's hair was damaged and fell out, and the complainant came out with a result after

¹ We point out that the Jordanian constitution is one of the few constitutions in the world that is devoid of a text on the right to health and health care. As for the Iraqi constitution in force for the year 2005, it stipulated the right to health and health care in Article (31/First) of it, which states: "Every Iraqi has the right to health care. The state is concerned with public health and guarantees means of prevention and treatment by establishing hospitals and health institutions."

² Mawaqi, Banani Ahmed (2014). "Commitment to ensure safety (concept, content, basis of responsibility)", Al-Mufaker Magazine, Faculty of Law and

Political Science, Mohamed Khudair Biskra University, Issue 10, January, p. 415.

³ In Jordan, the Standards and Metrology Law No. (22) of 2000 and its amendments was issued, which is concerned with defining the rules or characteristics of services and products or their production methods. Conformity with the technical rules approved by the institution.

⁴ Consumer Protection Law No. (1) of 2010.

⁵ Consumer Protection Law No. (7) of 2017.

her visit to the doctor...that the hair loss was caused by dye .Accordingly, the complainant filed a complaint and the prosecution took place.”⁶

With regard to the Public Health Law⁷, Article (32) of this law prohibits the circulation, import or introduction of any counterfeit medicine into the Kingdom. Articles (33) and (34) of the same law also refer to the necessity of inspecting drugs supplies stores, taking samples for the purpose of examining them and ensuring their compliance with technical rules, as well as destroying expired medicines.

2) Right to Healthy Environment

The intent of the consumer's right to a healthy environment is: "The right to live and work in an environment free from pollution and in a safe atmosphere without threatening his health or the health of future generations, and ensuring his access to food and products free from harmful environmental effects"⁸.

It is observed that this right is closely related to the consumer's right to safety and physical integrity, as a healthy environment is a prerequisite for the right to health, and human food security is linked to the existence of an environment free of deterioration and pollution.

The importance of considering this right as one of the fundamental rights of the consumer is evident in the fact that the aggressions that affect the environment are not limited to the destruction of nature only, as most of the damage to the environment leads to deterioration of living conditions and poses risks to the physical and mental integrity of consumers and may threaten their right to survive⁹, due to the supply of products that do not meet safety requirements, such as polluted water, which is not safe for human consumption.¹⁰

3) Right to Representation

This right means giving consumers the right to express their opinions about the policies applied to guarantee their interests and rights through their representatives. Consumer representation is a means to involve consumers in making decisions related to their protection system, and this is done through the law that allows the establishment of consumer protection associations that care for and defend the interests and rights of the consumer segment and gives consumers the right to join them. Consumer protection associations seek to represent consumers in various entities to propose measures that contribute to the development and promoting of consumer

protection policies.¹¹

Consumer protection associations are defined as: “A gathering of natural or legal persons on a contractual basis for a specified or indefinite period, and these persons participate in harnessing their knowledge and means voluntarily for a non-profitable purpose in order to protect the consumer by informing him of his rights, directing and representing him”¹².

The Jordanian legislator guaranteed consumers the right to represent and express their opinions by allowing the establishment of consumer protection associations¹³. Paragraph (a) of Article (14) of the Consumer Protection Law states the following: “Consumer protection associations shall be established in accordance with the legislation in force”¹⁴. Among the most important functions of these associations is what is stated in Paragraph (d) of Article (15) of the same law: “Consumer representation in formal and informal entities in respect of consumer and supplier complaints”.

In contrast, the Iraqi legislator did not directly address what guarantees the consumer's right to representation and opinion, except that in Article (5) Paragraph (6 / A) of the Consumer Protection Law, consumer protection associations were mentioned while defining the functions of the Consumer Protection Council, where the council was assigned the task of defining the tasks, terms of reference and objectives of consumer protection associations, and the council was used in the process of raising awareness of consumer rights. It is understood from that, that the legislative authority authorized the establishment of associations to protect the rights of consumers and ensure their right to representation in formal and informal bodies.

4) Right to Access to Information

The right to obtain information, or the so-called right to information¹⁵, is one of the most important pillars of any successful consumer protection policy. It is a general obligation that covers the pre-contractual stage. The consumer's right to obtain information is to oblige the producer or professional to provide the consumer with all information and facts related to the service or commodity that he intends to obtain, which helps the consumer to determine his position and take the appropriate decision while he is aware of the reality of the contract and detailed data on its elements, conditions, and its suitability for the purpose of the contract.¹⁶

The importance of this right is evident in protecting the

⁶ Judgment No. 1295 of 2020, Karak Magistrate Court, Qustas website.

⁷ Public Health Law No. (47) of 2008.

⁸ Al-Ansari, Abu Bakr Ahmed (2014). “New Features of Consumer Criminal Protection in Law No. 23 of 2010 Concerning Commercial Activity,” Journal of Legal Sciences, Al-Zaytouna University, Libya, Volume 2, Issue 4, p. 31.

⁹ In Jordan, Environmental Protection Law No. (6) of 2017 was issued in conjunction with the issuance of the Consumer Protection Law, in reference to the interdependence of the two laws and their importance to the Jordanian legislator.

¹⁰ Abdel Qader, Marbough (2015-2016). The human right to a healthy and clean environment, Master Thesis, University of Oran 2, pp. 25-27.

¹¹ Rawahneh, Zuweilkha (2017). The role of associations in protecting the consumer, Journal of Rights and Freedoms, University of Mohamed Kheidar Biskra, Issue 4, p. 260.

¹² Dhariifi, Nadia (2017). The role of consumer protection associations in defending consumers' rights, Journal of Judicial Jurisprudence, University of Mohamed Khudair Biskra, Issue 14, p. 178.

¹³ It is worth noting that the establishment of the National Society for Consumer Protection preceded the issuance of the Jordanian Consumer Protection Law, as it was established in 1989.

¹⁴ To enhance the guarantees of this right, the Jordanian legislator authorized the formation of the Federation of Consumer Protection Associations, in the text of Article 16 of the Consumer Protection Law.

¹⁵ Media means: “dissemination of information, facts and news among members of society, and it is a form of communication to give information with the aim of developing awareness and comprehension talents in various political, economic and social sectors.” Abd, Mowaffaq Hammad (2011). Civil protection for the consumer in electronic commerce contracts, 1st edition, Baghdad, Al-Sanhouri Library, p. 46.

¹⁶ Ladghash, Rahima (2017). “The Obligations of Pharmacists to Ensure Consumer Protection,” Journal of Judicial Jurisprudence, University of Mohamed Khudair Biskra, Issue 14, p. 141.

consumer from the risks of becoming a victim to misleading and deceptive advertisements, by ensuring that all information related to the good or service is obtained from characteristics, price, quality and risks. The obligation of the producer or distributor to inform mainly protects the consumer's satisfaction, because it illuminates the consumer's will to contract with real satisfaction, especially in the modern era with the growth of the supply of goods and services on the Internet and television, which creates a perception of the commodity or service provided in the mind of the consumer that is incorrect.

The UN has affirmed this right in its Guidelines for Consumer Protection. It called on commercial enterprises to provide consumers with adequate and non-misleading information about their goods and services, provisions and applicable fees and to inform them of the final cost of the goods or service, as well as the need for enterprises to ensure that these information's are accessible, in order to review its main data and conditions.¹⁷

With regard to this right, the Jordanian legislator addressed it in the Consumer Protection Law in paragraphs (2, 3, 7) of Article (3 / a), which respectively stipulated that the consumer has the right to: "Clearly obtain complete and correct information about the good or service that he buy it and terms of sale". And: "Obtain complete and clear information before completing the purchase process about the obligations incurred by him to the supplier and the rights of the supplier vis-à-vis the consumer". And "Obtain complete and correct information about the supplier and his address"¹⁸.

The Jordanian legislator not only criminalized the violation of the consumer's right to obtain information in Article (3/b) of the Consumer Protection Law, but also criminalized the violation of this right again by criminalizing the breach of contractual obligations in Article. (6/b/2) of the same law, which states that "breaching of contractual obligations shall be deemed to be any of the following: 2-Invalidity of information provided to the consumer about the commodity or service is incorrect, or the supplier conceals any essential information about it from the consumer".

Based on the above, it is noted that the legislator has expanded the scope of the constitutive conduct of the offence, where it is achieved by positive conduct based on lying about the information provided to the consumer. The offense is also achieved through passive conduct based on confidentiality and refraining from giving any material information to the consumer, which if he had known, he would not have contracted. This expansion came out of the legislator's keenness to preserve the consumer's right to obtain all information related to the good or service that he intends to obtain.

As for the Iraqi legislator, Article (6/1/b) of the Iraqi Consumer Protection Law stipulated that the consumer has the right to obtain: "full information about the specifications of the goods and to be aware of the correct ways to use them or how

to receive the service in approved form and official language".

We think that the designation of the Iraqi legislature for a specific language in which the professional is committed to provide the consumer with the information necessary for contracting contradicts the practical reality, especially in light of the growing e-commerce, which is characterized by globalization. This is what was alert to by the Jordanian legislator when he rescinded Article (7/b/5) of the draft consumer protection law during its approval process, which stipulated: "The contract for the sale of the commodity or service is considered defective in any of the following cases: 5-Failure to conclude the contract in the Arabic language that includes the basic elements of the contract".

The Iraqi Consumer Protection Law also obliges the supplier in Article (4/7/b) to "ensure the provision of complete data, specifications and components for the product, especially the manufacture and expiration date and country of origin, before it is presented in the market or before the sale or purchase process is conducted or announced". In order to guarantee this right to the consumer, the legislator prohibits the practice of fraud, misleading, and concealment of materials that make up the specifications of all goods and services, according to Article (9/1) of the Iraqi Consumer Protection Law. The law also prohibits the production, sale, offering or advertising of any goods that do not have the full ingredients or warnings (if required) written clearly on their packaging or labels, and the manufacture and expiration date in the text of Article (9/3/b) of the same law.

5) *Right to Education and Awareness*

This right guarantees consumers the necessary knowledge and skills that help them distinguish between the most beneficial goods and services, as well as increasing their legal and realistic awareness of the consumer process and informing them of their rights and guarantees granted by law¹⁹. Where many consumers are not aware of their rights to protection, which has led to their reluctance to file complaints against violators of these rights from producers and distributors.

Consumer education, including increasing his awareness of the environmental, socio-economic impacts of their choices, is one of the most important consumer needs that the UN seeks to address through its Consumer Protection Guidelines. It called on commercial enterprises to develop programs and mechanisms that help consumers acquire the necessary skills to understand the risks involved in making wrong decisions, including financial, health and environmental risks.

Jordanian and Iraqi consumer protection laws, like comparative Arab legislation, do not explicitly stipulate the consumer's right to education and awareness, despite the importance of this right in consumer preventive protection from violations of his consumer activity. However, Jordanian and Iraqi legislators did not lose sight of this right. The Jordanian legislator granted the Consumer Protection Council in Article

¹⁷ Guidelines for Consumer Protection announced by the United Nations Conference on Trade and Development, 2016, p. 8.

¹⁸ The Jordanian legislator specified what is meant by the commercial address in Article 41/1 of the Trade Law, saying: "The commercial address consists of the merchant's name and surname."

¹⁹ Awad Allah, Zainab (2018). "Protection of the Arab Consumer: An Analytical Study of Rights and Guarantees", Journal of the Kuwaiti International Law School, Special Supplement No. 3, Part One, pg. 74.

(10/3) of the Consumer Protection Law the task of "Contribute with the official authorities in developing the media level in order to educate the consumer and raise his awareness of his rights as a consumer.", His Iraqi counterpart took the same approach and entrusted the Consumer Protection Council with the task of educating the consumer in the text of Article (5/a/2) of the Consumer Protection Law.

6) *Right to Choose*

The content of this right is that the consumer has the freedom to choose and prefer among all the goods and services offered without affecting the will of the consumer; An example of such a violation of this right is the exclusivity of a company to a particular service in the country, thus depriving consumers of the freedom to choose between their own services and those of their competitors. This is evident in countries whose commercial activities are subject to public sector oversight²⁰. Thus, this right obliges the state to prevent monopolies and to ensure that competition is not exclusive in the public sector.

7) *Right of Recourse from Contract/Right to Withdraw from Contract*

Jurisprudence defines the permission to recourse as: "Declaring the counter-will through which the contractor intends to retract his will and withdraw it, and consider it as if it did not exist, with the aim of freeing it from any effect of it in the past or will be in the future."²¹

The right of recourse is one of the legal means that protects the consumer after the conclusion of contracts, as the legislation gives the consumer alone without the producer or distributor a legal license to review the terms and conditions of the contract and decide whether to continue or withdraw from it without giving any reasons, whereby the consumer has the option to terminate the contract and withdraw from it after receiving the commodity subject of the contract if he finds that it does not suit his needs or desires²². The consumer's right of recourse is not absolute. The law restricts its owner during a specified period after the conclusion of the contract to perform it. For example, Article (17) of the Egyptian Consumer Protection Law states the following²³: "The consumer has the right to exchange or return the commodity with a refund of its monetary value, without justifying any reasons and without incurring any expenses within fourteen days of receiving it..."

The purpose of this right is to protect the will of the consumer, who may fall victim to seductive and misleading advertisements or who has not seen the sold commodity enough due to limit that vision on the screen only in contracts concluded remotely, without a physical and contemporary presence between the two parties at the moment of expressing the will ; In addition to rebalancing the consumption contract and

limiting the supplier's authority to draft the contract and merging the terms in his favour²⁴; Also the cognitive weakness that characterizes the consumer when comparing products requires granting the consumer permission to withdraw, especially in highly complex technological products, with which it is impossible for the consumer to know the extent of their conformity with the declared specifications unless they are used for an appropriate period.²⁵

The consumer's right of recourse differs from the consumer's right to return the defective commodity contained in the text of Article (7/A/1) of the Jordanian Consumer Protection Law, as the first option does not require any reasons for the consumer's withdrawal from the contract, while the second option requires that the commodity be defective, or that it has different specifications than those declared, as stipulated in Article (6/2) of the Iraqi Consumer Protection Law.

The Jordanian and Iraqi Consumer Protection Law does not provide for this right, although it is one of the most important guarantees for consumer protection, especially in the modern era, with the large increase in the conclusion of remote contracts, which is often accompanied by exaggerated advertising, that may influence the consumer's orientation, and promote him to contract despite the lack of a preview option, as the conclusion of e-contracts takes place in a virtual environment. This necessitated the intervention of the legislator in some countries, and stipulated the right of recourse for consumers in e-contracts, bearing in mind that this right was not granted to the contracting consumer in the traditional methods, Article (36) of the Moroccan Consumer Protection Law shows clearly the approach of the Moroccan legislator, by giving the consumer who entered into remote sales contracts or external outlet stores the right to withdraw the contract within a maximum of seven days.²⁶

8) *Right to Litigation and Compensation*

The content of the consumer's right to compensation means that the consumer has the right towards the supplier to compensate him for the damages caused to him by his products as a result of his normal use of the product and in proper manner despite his exposure to damage as a result of such use²⁷, Any breach of any of the consumer's rights requires a civil penalty to compensate for the damage, and this damage is either the result of a defect in the product, poor quality, misleading and deceiving the consumer by the supplier, or the lack of information provided to the consumer, such as his lack of knowledge of the risks of using the product and the warnings accompanying the method of use. .

The Jordanian legislator referred to the consumer's right to

²⁰ Baira, Abu Bakr Mustafa, Consumer Protection and the Need of Developing Countries for It, The Arab Journal of Management, Volume 18, Number 2, 1998, p. 91.

²¹ Shendi, Youssef (2010). "The impact of the consumer's choice to withdraw from the contract on determining the moment of concluding the contract," Sharia and Law Magazine, p. 258.

²² Massaadeh and Khasawneh (2011). "The Consumer's Option to Return in Home Sales and Distance Sales," Sharia and Law Journal, Issue 46, p. 164.

²³ Consumer Protection Law No. 181 of 2018.

²⁴ Al-Anzi, Abdul-Majid Khalaf (2008). The option to withdraw from contracting in Kuwaiti law: a comparative study, Journal of the Kuwaiti International Law School, Issue 2, p. 94.

²⁵ Opening the door, Muhammad Rabie (2015). The legal regulation of the consumer's right to withdraw from remote contracts: a comparative study, Journal of Law and Economics, Issue Eighty-Ninth, p. 784.

²⁶ Law No. 31.08 defining consumer protection measures for the year 2011.

²⁷ Abdul Karim and Hawa (2014). Consumer protection in some Arab legislation between reality and application: Lebanese law as a model, a research study presented to the scientific symposium on Arab consumer protection between reality and implementation mechanisms, Beirut, June 2-4, p. 13.

compensation in Article (7) of the Jordanian Consumer Protection Law, as it stipulated in its paragraph (A/ 2): "If the supplier is unable to return the commodity due to the appearance of the defect after the consumer has consumed it, then the supplier must pay the consumer an amount equal to the value of the damage."

While the Iraqi legislator stipulated the consumer's right to compensation in Article (6/2), which reads as follows: "For the consumer and any related party, in the event that he does not obtain the information stipulated in this article, he may return the goods, in whole or in part, to the supplier and claim compensation in the civil courts for the damages incurred by him or his money resulting therefrom".

The affected consumer has the right to resort to the judiciary, which is a basic right for him and others that is guaranteed by the constitution²⁸ in addition to the protection laws. This right is considered one of the most important interests guaranteed by various legislations to the consumer, this is because the lawsuit is the effective means used by the consumer to defend and protect his interests.²⁹

This right is stipulated in Article (3/a/6) of the Jordanian Consumer Protection Law, which states: "The consumer has the right to file a lawsuit against any violation, damage or restriction of his rights, including the requirement of fair compensation for the damages incurred to him".

Jordanian legislation granted the consumer the right to resort to the judiciary to defend his personal interests that are violated by professionals, but not in his individual capacity, but rather the right to resort to the judiciary either in a class lawsuit, by obligating consumer protection associations to represent him in defending his rights and interests; Article (17) of the Consumer Protection Law states the following: "In the event that the supplier commits any practices that violate any applicable legislation and affect the interests of the consumer, the association may file a lawsuit, complaint or request to the competent court to cease or correct these practices. "Or he may file an indirect complaint through the Consumer Protection Department at the Ministry of Industry, Trade and Supply, which, according to Article (11/a) of the Consumer Protection Law, is responsible for "Receiving and investigating complaints from consumers or associations about any violation of the provisions of this law or the regulations or instructions issued according to each of them by any supplier and investigating them and to organize records of seizure of that violation."

From the extrapolation of the previous texts, it becomes clear to us that the Jordanian legislator did not grant the consumer the right to initiate a public right lawsuit directly; As the offences stipulated in the Consumer Protection Law are among the restricted offences in which harmed person cannot initiate a public right lawsuit directly. Rather, a notification must be sent from the competent directorate to the professional after verifying that he has committed violation according to the

provisions of the law.³⁰ The judiciary confirmed this in Judgment No. (534) of (2020), in which it stated: "Since the complainant did not submit this complaint to the Consumer Protection Directorate in accordance with the provisions of Article (11) of the Consumer Protection Law, but rather submitted it to the Tla'a Al-Ali Security Centre, and since the Directorate has the right to notify the appellant against him, in accordance with the provisions of Article (13) of the same law for the purposes of correcting the violation after verifying its occurrence, and since the notification did not reach the appellant against him, which constitutes a breach of the conditions of prosecution, and it is necessary to announce the cessation of his prosecution for the offence attributed to him, so the appealed decision came in agreement and the validity of the law, and the reasons for the appeal are not responded, and they must be rejected and the appealed decision ratified".³¹

The Jordanian legislator also gave issues related to consumers a status of urgency, as Article (23) of the same law stipulates: "Civil and penal lawsuits related to consumer protection that are filed in accordance with the provisions of this law shall be given the status of urgency before the competent courts, including the implementation of judgments issued by them. "The Jordanian legislator was criticized for not specifying the competent court to consider civil and criminal lawsuits related to consumer protection.

The Iraqi legislator granted the consumer the right to resort directly to the civil judiciary exclusively to claim compensation for the damages incurred as a result of the violation of one of his rights, where Article (6/3) of the Iraqi Consumer Protection Law stipulates: "For the consumer and any related party, in the event that he does not obtain the information stipulated in this article, he may return the goods, in whole or in part, to the supplier and claim compensation in the civil courts for the damages incurred by him or his money resulting therefrom".

As for the public rights lawsuit, like his Jordanian counterpart, the Iraqi legislator did not grant the consumer the right to file a lawsuit directly, but rather assigned the task of receiving and investigating complaints to the Consumer Protection Council, Article (5/a) stated: "The Council shall undertake the following tasks: (3) Receive complaints, investigate them, and make appropriate decisions and recommendations in their regard".

We point out that the Iraqi Consumer Protection Council, which is concerned with studying consumer complaints, has not been formed until the moment, meaning that criminal protection for the Iraqi consumer is theoretical and does not exist in reality. We hope that the Iraqi government will expedite the formation of the council to enable the Iraqi judiciary to activate the criminalization provisions contained in the Consumer Protection Law.

²⁸ Article (101/1) of the Jordanian Constitution of 1952 and its amendments, and Paragraph III of the text of Article 19 of the Iraqi Constitution of 2005.

²⁹ Arezky, Zubir (2011). Consumer Protection in Light of Free Competition, Master Thesis, Mouloud Mamari University, pg. 190.

³⁰ Judgment No. 9594 of 2021, North Amman Criminal Court, Qustas website.

³¹ Judgment No. 534 of 2020, Amman Criminal Court of First Instance in its appellate capacity/North Amman, Qustas website.

3. Conclusion

We presented the outlines of the consumer's rights. Every individual could be a consumer, regardless of occupation, age or community. Consumer rights are an important part of the free market economy, the main consumer recognized rights are: right to safety; right to healthy environment; right to representation; right to access to information; right to education and awareness; right to choose; right of recourse from contract/right to withdraw from contract right to litigation and compensation.

Consumer is the genuine key factor for all economic activities. It is currently commonly established that the level of consumer rights protection is a factual indicator of the level of progress in a nation. Taking into account the welfares and necessities of consumers in all states, particularly those in developing countries, like in Jordanian law and Iraqi civil laws, recognizing that consumers frequently face inequities in economic terms and bargaining power. The consumer has rights that should be protected, thus a civil law like the consumer protection law contains criminal provisions as a consequence of the importance of the issue.

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