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ASSESSING THE ENFORCEABILITY **VIABILITY OF REDIRECTING E-COMMERCE** **DISPUTES ACROSS BORDERS AND** **DOMESTICALLY TO ADR MECHANISMS**

AUTHORED BY - GEETHU SACHITHANAND & ASHISA RAJA

ABSTRACT

Exorbitant legal fees, relationship-destroying squabbling and acrimony, and the shortcomings of present private international law all contribute to significant delays in the resolution of these issues. E-Commerce conflicts are better resolved through ADR (Alternative Dispute Resolution). ADR refers to resolving disputes outside of court. Information technology and alternate dispute resolution, when combined, have created a new system that is more efficient, adaptable, and affordable in comparison to conventional methods. Online Dispute Resolution is the name of the tool (ODR). In order to resolve E-commerce disputes, this article will analyse ADR and ODR processes with respect to the current growth in the use of the internet and E-commerce.

E-commerce, or electronic commerce, is the practise of conducting business through the internet using computers that are connected to one another to form a network. It is one of the most important aspects of the internet that has recently come into existence. The same is true for online transactions as it is for off-line transactions, where issues and disagreements multiply as the transactions' scope widens. In other words, as the volume of e-Commerce transactions grows, e-disputes will inevitably occur. In order to ensure that all parties feel confident taking part in e-commerce transactions, it is essential that e-disputes are properly settled. This is because firms and consumers may both be discouraged from making online transactions of goods or services due to ambiguity about the legal environment. It's important to note that while arbitration can be a faster and more cost-effective way to resolve disputes compared to going to court, it does have its limitations. The parties may not have the same procedural rights or discovery tools as they would in court, and the arbitrator's decision may be final and binding, with limited opportunities for appeal.

HYPOTHESIS:

1. There is a necessity of adopting ADR for Disputes which is cross border in nature owing to the fact that it will be more favourable to the parties.
2. Facilitating the ADR Mechanism for e-commerce disputes would change the perspective of consumer engaging in e-commerce.

OBJECTIVES:

The objectives of this research include the following and the list is not exhaustive in nature.

- 1) To explore the chance of ADR mechanism in solving the cyber-crimes and e-commerce disputes.
- 2) To understand how beneficial the strategy would be from the perspective of the parties to dispute.
- 3) To outline the various constraints which existing and thereby finding whether it can be mitigated or not.

RESEARCH METHODOLOGY:

The Research project is centred around theoretical assessment, comparative study, and analytical review to determine the viability of redirection e-commerce disputes to ADR mechanisms. The research methodology adopted by the researchers while writing this research article is the doctrinal method. The researchers would rely on the normative study of various primary and secondary sources. The primary source is statutes, and judicial precedents and the secondary resources such as books, articles, essays, journals, research reports, and online databases would be analysed as a part of the research.

TENTATIVE CHAPTERS

The Research paper would consist of 5 chapters broadly divided as

- 1) INTRODUCTION
 - 2) CHAPTER 1: COMMERCE, ECOMMERCE AND ARBITRABILITY OF E-DISPUTES.
 - 1.1) Evolution of ecommerce with respect to rapid invasion in e-market because of internet
 - 1.2) Are these disputes arbitrable in nature.
 - 1.3) Does allowing such disputes to be arbitrable, violate the law of the land?
 - 3) CHAPTER 3: IMPLEMENTATION AND TECHNICAL ASPECTS.
 - 3.1) The necessity of adopting ODR for e-commerce disputes.
 - 3.2) Worldwide acceptance of this mechanism.
- ADVANTAGES AND DISADVANTAGES OF REDIRECTING E-COMMERCE DISPUTES TO ADR MECHANISMS
- 4.1) Advantages
 - 4.2) Disadvantages
- CHAPTER 5: CONCLUSION

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CHAPTER-1

INTRODUCTION

Ever since the invention of technology and the digital revolution or the third Industrial revolution (1975-2021), the world has seen great ups and downs in the legal system governing the cyber-space, from its enforcement to the working of the judicial system itself. In the current era of technology has grown in such abundance that, ninety-six percent of the world's population has implemented one or more among the 18 core technologies of interest, most commonly car cameras (70% of agencies), information-sharing platforms (68%), and social media (68%).¹ The easy accessibility to the internet in the current era can be understood through an example of how even small children use smartphones and other smart devices in their day-to-day life and interact with content in cyberspace. The world's dependence on the internet leaves no room for doubt that such dependence on technology will inevitably increase the number of crimes caused and such crimes will have alarming rates. This is true in the present scenario as well. So, addressing the crimes and making sure that the justice system hasn't been adversely affected by the rapid growth of technology is necessary and should be given paramount importance. Our focus through this research paper ideally revolves around the use of ADR mechanisms to tackle more efficiently and effectively the problem that has been stated and for the adjudication of crimes that are taking place due to the vast use of the internet and the disputes arising out of it. Since the scope of disputes arising out of the use of the internet and because of the divergence of crimes that array under the ambit of technology, we as the authors have focused our research paper on one such area. That is *E-commerce*.

Businesses across the world now have the opportunity and the ability to reach a multitude of customer groups with their products and services because of the accessibility and growth of the Internet even in areas that are remote. E-commerce refers to the exchange of products and services as well as the movement of money digitally. E-commerce, or electronic commerce, is the practice of conducting trade through the Internet using computers and other mobile electronic devices that are connected to the world wide web. Such transactions are one of the most important aspects/usages of the internet that has recently come into existence. E-commerce has grown to be the most significant marketing

¹Final Report on NCJRS: Kevin Strom Research on the Impact of Technology on Policing Strategy in the 21st Century, <https://www.ojp.gov/pdffiles1/nij/grants/251140.pdf>.

channel across all business sectors.² Therefore, the authors found it fit research subject to analyze the pros and cons of having ADR as a primary method of adjudication in disputes arising from it.

It is common knowledge that the current judicial system is very costly and cumbersome. Years pass while the parties to a dispute wait for justice. Alternative remedies offer quick and inexpensive justice, and for this reason, disputing parties choose ADR mechanisms to settle their issues. ADR can be used to successfully resolve a wide range of issues, including consumer complaints, marital problems, construction disputes, and business disputes. It can be applied to nearly any disagreement that can be brought before a court as a civil dispute. ADR is now widely used as a primary method of dispute settlement in many jurisdictions, rather than as an option. ADR has become so popular that some have advised doing away with the adjective entirely and simply using the term "dispute resolution" to refer to the current spectrum of dispute settlement options. In the current era with the rapid increase in the use internet and the transaction from commerce to e-commerce the number of legal disputes has also increased, similarly the cybercrime is proportionally increasing with the growing technology. Mostly, internet crimes are not reported either because the victim did not discover them, or because of fear of defamation. Therefore the authors would like to show how deviating e-commerce disputes and cyber-crimes to ADR mechanisms would significantly decrease the burden of the court.

² Online ADR for the E-Commerce, Ha-sung Chung? Journal of Arbitration Studies, Vol. 25 no. 31, September 2015, pp. 135–154, "European Union's ADR Legislation for Cross-Border Online Trade, <http://dx.doi.org/10.16998/jas.2015.25.3.135>.

CHAPTER-2

COMMERCE, ECOMMERCE AND ARBITRABILITY OF E-DISPUTES.

E-commerce, short for "electronic commerce," refers to the buying and selling of goods and services over the internet. E-commerce encompasses a wide range of activities, including online shopping, online banking, online auctions, and online marketplaces, among others.

E-commerce has become increasingly popular in recent years due to the growth of the internet and the rise of mobile devices, which have made it easier for people to shop and conduct business online³. E-commerce offers a number of advantages over traditional brick-and-mortar retail, including lower overhead costs, the ability to reach a larger audience, and the convenience of shopping from anywhere at any time.

E-commerce transactions can take a variety of forms, including business-to-consumer (B2C), business-to-business (B2B), consumer-to-consumer (C2C), and consumer-to-business (C2B). Some examples of e-commerce sites and services include Amazon, eBay, Alibaba, PayPal, and Shopify. E-commerce presents a number of challenges and opportunities for businesses, including the need to create a user-friendly online store, optimize product listings for search engines, manage customer data and payment processing, and ensure the security of online transactions. As e-commerce continues to grow, businesses will need to stay up-to-date with the latest trends and technologies in order to remain competitive in the digital marketplace.⁴

1.1) Evolution of ecommerce with respect to rapid invasion in e-market because of internet.

The evolution of e-commerce has been closely tied to the rapid growth and adoption of the internet. Since the early days of the internet, businesses have been exploring ways to leverage the power of the internet to reach customers and conduct business online. Here's a brief overview of the evolution of e-commerce as a timeline:

³ Julia Hörnle - *Online Dispute Resolution in Business to Consumer E-commerce Transactions* –Journal of Information, Law and Technology.

⁴ <http://cyber.law.harvard.edu/olds/ecommerce/disputes.html> - last accessed on March 23, 2023.

1. The early days: In the 1990s, the internet was still in its infancy, and e-commerce was largely limited to a few early pioneers, like Amazon and eBay. At this stage, e-commerce was largely seen as a novelty, with most people still preferring to shop at brick-and-mortar stores.
2. The dot-com boom: In the late 1990s and early 2000s, the internet experienced a massive surge in growth, with many companies rushing to establish an online presence. This period saw the rise of many new e-commerce companies, as well as the emergence of new business models and technologies.
3. The post-dot-com era: Following the collapse of many dot-com companies in the early 2000s, e-commerce began to mature and consolidate. During this period, larger, more established companies like Amazon and eBay emerged as dominant players in the e-commerce space.
4. The mobile revolution: With the rise of smartphones and other mobile devices, e-commerce has undergone another major shift, with many consumers now preferring to shop on mobile devices. This has led to the development of new mobile-specific technologies and the rise of mobile commerce (m-commerce).
5. The future of e-commerce: Looking ahead, e-commerce is likely to continue evolving and adapting to new technologies and changing consumer preferences. Some potential future trends in e-commerce include the rise of voice commerce, the use of augmented and virtual reality, and the integration of e-commerce with social media platforms.

Overall, the rapid growth and adoption of the internet have had a profound impact on the evolution of e-commerce, and it's likely that e-commerce will continue to play an increasingly important role in the global economy in the years to come.⁵

1.2) Are these disputes Arbitrable in nature.

Arbitrability of e-commerce disputes refers to the ability of parties to resolve their disputes related to online transactions through arbitration. In general, the arbitrability of a dispute depends on the applicable laws and regulations, the terms of the contract between the parties, and the subject matter

⁵ Stephanie Chevalier, Statista, Key figures of e-commerce, Retail e-commerce sales worldwide from 2014 to 2023.

In the context of e-commerce, many companies include arbitration clauses in their online terms and conditions or user agreements. These clauses require users to resolve any disputes related to their online transactions through arbitration, rather than going to court. In many cases, these arbitration clauses are enforceable under the law.

However, there are some limitations on the arbitrability of e-commerce disputes. For example, in some jurisdictions, consumer protection laws may require certain disputes to be heard in court, rather than through arbitration. Additionally, some disputes may be considered to be outside the scope of the arbitration agreement, such as disputes that involve criminal activities or public policy issues.

It's important to note that while arbitration can be a faster and more cost-effective way to resolve disputes compared to going to court, it does have its limitations. For example, the parties may not have the same procedural rights or discovery tools as they would in court, and the arbitrator's decision may be final and binding, with limited opportunities for appeal.

Ultimately, whether or not e-commerce disputes are arbitrable will depend on the specific circumstances of each case, including the applicable laws, the terms of the contract, and the subject matter of the dispute.

1.3) Does allowing such disputes to be arbitrable, violate the law of the land?

E-commerce has become more global in nature, the question of the arbitrability of e-commerce disputes has become increasingly important. Arbitration is a form of alternative dispute resolution in which an independent third party, known as an arbitrator, is appointed to resolve a dispute between two or more parties. The arbitrator's decision is usually binding, and can be enforced by a court of law. In general, the arbitrability of e-commerce disputes is determined by the applicable law in each jurisdiction. Many countries have laws that recognize the validity of arbitration clauses in e-

⁶ García Álvaro, J. A. Online Dispute Resolution Uncharted Territory. *The Vindobona Journal of International Commercial Law and Arbitration*. 2003, 7: 180.

commerce contracts, and allow parties to resolve disputes through arbitration.

For example, in the United States, the Federal Arbitration Act (FAA) governs the enforceability of arbitration clauses in contracts, including e-commerce contracts. Under the FAA, courts are required to enforce arbitration agreements unless they are found to be invalid, unenforceable, or unconscionable. Similarly, in the European Union, the EU Directive on Certain Aspects of Mediation in Civil and Commercial Matters provides a framework for the recognition and enforcement of mediation agreements in cross-border disputes, including e-commerce disputes.

However, there are also some countries and jurisdictions where the arbitrability of e-commerce disputes is more restricted or subject to specific requirements. For example, in some countries, consumer protection laws may limit the enforceability of arbitration clauses in e-commerce contracts. Overall, the arbitrability of e-commerce disputes will depend on a variety of factors, including the applicable law, the specific terms of the contract, and the nature of the dispute itself. As e-commerce continues to grow and evolve, it is likely that the question of the arbitrability of e-commerce disputes will continue to be an important issue for businesses and consumers alike.

Whether allowing e-commerce disputes to be resolved through arbitration violates the law of the land will depend on the specific laws and regulations of each jurisdiction.

In some jurisdictions, there may be specific laws or regulations that prohibit certain types of disputes from being resolved through arbitration. For example, some consumer protection laws may limit the enforceability of arbitration clauses in e-commerce contracts.

In other cases, allowing e-commerce disputes to be resolved through arbitration may be consistent with the law of the land, as long as certain procedural safeguards are in place to ensure fairness and protect the rights of consumers.

In general, the enforceability of arbitration clauses in e-commerce contracts will depend on a variety of factors, including the applicable laws and regulations, the specific terms of the contract, and the specific circumstances of the dispute. It is important for businesses and consumers alike to carefully review the terms of any e-commerce contract and seek legal advice if they have questions or concerns about the enforceability of arbitration clauses.

CHAPTER-3

IMPLEMENTATION AND TECHNICAL ASPECTS

Even though we came to a conclusion from the previous chapters on whether the e-commerce disputes are arbitrable or not, the next most important question which need to be addressed is the implementation of such an aspect in countries like India, where the e-commerce disputes are considered as crime against the society.

3.1) The necessity of adopting ODR for e-commerce disputes.

ODR, an alternative dispute resolution method, uses technology to accelerate the resolution of disputes between parties. The three primary parts are negotiation, mediation, and arbitration, or some combination of the three. It is commonly thought of in this sense as the internet's equivalent of alternative dispute resolution, or ADR. Yet, ODR can also support these traditional approaches to conflict resolution by bringing cutting-edge techniques and online technologies into the process.⁷

Whenever we engage in e-commerce transactions, one of the purposes of people choosing such a method to buy or sell goods online is the convenience and ease of purchase. Keeping this in mind, the authors wonder if “*disputes arising in the e-commerce space also be resolved through or on the internet?*”.

If the pandemic has taught us anything about the internet it is that it is a comprehensive and effective tool to keep economies and the marketplace from crashing. During this period people have resorted to shopping online and have also grown to be comfortable in their own homes without it effecting their day-day life and this is what is referred to as the “new normal”. The people of this era are very dependent on the internet for various activities and do so because of how convenient it is, if given the option most people would prefer to skip long waiting periods in courts and shift to Alternate Dispute Resolution methods that are quick, ODR is one such method wherein companies and consumers can resort to Online Dispute Resolution which mitigates disputes on the internet without a lot of hassle and is cost-effective and consumes less time. The applicability of the same depends on the trust that must be built around the ODR mechanism. While many people use the internet, they are slow to trust

⁷ Feliksas Petrauskas, Eglė Kybartienė - *ONLINE DISPUTE RESOLUTION IN CONSUMER DISPUTES* pg. 922.

the internet in terms of sensitive information this can be tackled by having an understanding of how reliable and practical ODR solutions are. Users will have more faith in the system and its recommendations or decisions if all ODR developers create their systems in accordance with a global standard. ODR developers can also be sure that their products are offering a fair service and consumers and organizations using ODR can be sure that their clients will resolve disputes fairly and without the need for additional, costly recourse.

3.2) Worldwide Acceptance of this mechanism

Stakeholders are becoming more dissatisfied with the traditional, adversarial judicial system as electronic commerce transactions expand quickly, and are looking for alternatives to settle disputes and address problems arising out of E-commerce transactions. The "old" litigation system's qualities, such as endless motions, drawn-out procedures, procedural wrangling, and years of deliberation and waiting for a decision, are not typically present in alternative dispute resolution (ADR).⁸ The e-commerce business was initially propelled forward by major online sales platforms like Amazon, eBay, Alibaba, and others. However, an increasing number of offline companies are utilising the e-commerce opportunity and operating their own online storefronts. These websites handle a variety of sales, not just low-risk ones. In such a scenario, the chances and opportunities for disputes are infinite and the possibility of the same is guaranteed. The traditional court mechanism should not be an ideal option for these kinds of disputes as businesses majorly run on having good relationships with the consumer base and maintaining goodwill to be maintained for further symbiotic interactions. The parties would not only be more satisfied with the outcome by avoiding the winner-take-all aspect of litigation, but they would also not have to wait or go through the tiresome process of adjudication in order to receive a decree if they choose to use ADR mechanisms as their primary dispute resolution mechanism.

By strengthening consumer protection rights and easing their implementation, national and supranational legislators, such as the EU, are eager to support and advance this economic trend.⁹ Since this paper analyses the applicability globally, let's explore the few countries which have already tried to incorporate the ADR in e-commerce disputes.

⁸ Amy Lynne - *Dispute Resolution and Arbitration for Electronic Commerce*. Presented at the 1997 CLA Pacific Rim Conference: Hawaii February 26-28, 1997).

⁹ M. Ethan Katsch, *Dispute Resolution in Cyberspace*, 28 CONN. L. REV. 971 (1996).

EUROPIAN UNION:

The ADR Directive and ODR Regulation were enacted by the European Union in 2013 to strengthen e-commerce within the EU. The EU has laid the groundwork for an ADR over the Internet via the ADR Directive and ODR Regulation. For the purpose of resolving disputes between e-commerce businesses and clients, the ODR Regulation's ADR programme was established. Therefore, the ODR platform does not have sole jurisdiction. Before participation in the ODR programme may be agreed upon, a legal agreement must be made. This is great since click-and-wrap contracts with businesses that primarily operate online might include ODR terms.

THE UNITED STATES OF AMERICA:

Anita Ramasastry of the Center for Law, Business, and Technology at the University of Washington has been added to the task committee on e-commerce and alternative dispute resolution of the American Bar Association. (ADR). Rules for settling disputes in e-commerce are also being developed by the American Bar Association. In June 2000, a public workshop was organised by the Federal Trade Commission and the U.S. Department of Commerce to discuss ADR for online consumer transactions. The summary of the public workshop provides a thorough examination of the ethical, commercial, and legal issues that arise in conflict resolution in the new economy. Finding international solutions, encouraging technical advancement, investigating a range of ADR programs, ensuring fairness and effectiveness, educating consumers and businesses, and taking action against dishonest or deceptive activities are some of the goals.

RUSSIA:

Revenue in the E-commerce market is projected to reach *US\$42.46bn* in 2023. Since there are no special courts or other venues in Russia which deal with online or digital issues and disputes, ADR is one of the mechanisms which was adopted for online disputes for the very reason that it would primarily decrease the burden of the court. Arbitration for business disputes may be used online and for digital issues. Both ad hoc and institutional arbitration are permitted by Russian legislation. If parties specifically agree to it in a contract, the Universal Domain Name Dispute Resolution Policy may be utilized to resolve domain name disputes.

CHAPTER 4

ADVANTAGES AND DISADVANTAGES OF REDIRECTING E-COMMERCE DISPUTES TO ADR MECHANISMS.

4.1) Advantages:

In an E-commerce dispute Parties can hail from any part of the world. If they choose to proceed legally then it becomes a task to decide where such a proceeding would take place and what law would apply but that would be mitigated if it is redirected to ADR mechanisms as in this case the parties would decide what forum would be the most convenient and what law would apply, it completely removes any room for ambiguity or confusion if the contract drafted in accordance with all the parties to a dispute.

The parties do not have to worry about:

1. Jurisdiction of courts
2. The long number of years it takes to finish one particular case.
3. They do not have to worry about sensitive information being disclosed.
4. Privacy is given paramount importance.

All of this is done while maintaining the relationship previously created and it will significantly be cheaper if they choose to ODR as a dispute resolution method. These options are not available to parties when the only option they have is traditional method of dispute resolution.

Other reasons to opt for this would be

1. *Economic viability*: Cost is one of the most significant factors in conflict resolution since both parties ultimately want to come to the best decision for the least amount of money. Online ADR best satisfies both parties' financial needs. Email is the primary method of document exchange in online proceedings, as opposed to fax and postal service. Therefore, compared to litigation, where paperwork is both expensive and extensive, electronic transfer of papers is not only simpler and faster, but it is also less expensive. The fact that parties do not have to travel great distances in order to resolve conflicts is one of the most well-known advantages. Online disagreements can occur between parties situated in different countries; in that case, offline dispute resolution would need at least one of the parties to visit. The parties might not be able to settle the disagreement because of the associated travel and lodging expenses.

However, online conflict resolution equalises the playing field for all parties. When compared to offline litigation, where wealthy litigants may easily be able to afford for travel and lodging for their lawyers, witnesses, and themselves, while the opposing litigants may not, it is unconcerned with the financial capacities of the parties.¹⁰

2. *No confusion in choice of law or jurisdiction*: The question of jurisdiction is one of the most difficult ones the Internet has brought up. An injured party may not be able to seek legal redress without travelling to the location of the cause of action or the wrongdoer's residence or place of business because formal sources of dispute resolution, such as litigation, are constrained by concepts of legal sovereignty and comity. Who decides which nation has jurisdiction, however, in the context of the borderless Internet? How is this decided upon? How can one find out the location of the wrongdoer's residence or place of business, furthermore? Various theories and philosophies are being developed by nations to address this challenge, which they are still grappling with. In the interim, online ADR is a desirable solution to avoid jurisdictional issues because it is not only a flexible and open medium. Parties engaging in online business can agree to have disputes handled by an online ADR provider. The ability to record correspondence, pleadings, statements, and any other written, verbal, or visual communication sent electronically is another advantage of using online ADR. In particular, if the ADR process allows for appellate review, the archiving of records and other online contact is not only helpful but absolutely necessary.¹¹

4.2) Disadvantages

Every coin has two sides and just like it has advantages, shifting to ADR mechanisms also has a few draws backs, such as:

1. *Lack of Human Interaction and Miscommunication*: Before making a decision, the 3rd person has "therapeutic conversations" with the individuals involved in the dispute in order to better understand their worries, emotions, and feelings. Similar to this, when the internet is used to resolve online conflicts, the parties may confer without the 3rd party being aware. Sadly, even web cams or video conferencing do not effectively alleviate this party estrangement. In a webcam

¹⁰ Aashit Shah, 'Using ADR to Resolve Online Disputes' (2004) 10 Richmond Journal of Law & Technology 25 <<https://scholarship.richmond.edu/jolt/vol10/iss3/3/>>.

session, the subtleties of non-verbal communication are still missed. The also deprived of the chance to assess the credibility of the parties and witnesses due to the lack of face-to-face interaction. Internet communication is impersonal, which could lead to misunderstandings between the parties. The recipient could misunderstand the message even though the sender can sufficiently express themselves in writing. A disputing party may potentially sabotage the procedure by ignoring emails or chat requests. Due to this, it is nearly impossible for the ADR provider to tell the difference between a real technical issue and an uncooperative party. When parties are in separate nations and speak different languages, this is especially likely to happen.¹²

2. Inadequate security or confidentiality: As "stranger-to-stranger" commerce, which is how e-commerce initially developed and still predominates today, transaction and communication security and confidentiality are among the top issues.

Additionally, one of the fundamental elements that distinguishes ADR from litigation is confidentiality. Since all information utilised in mediation and settlement negotiations is designed to be kept fully confidential, nothing from these processes can be used as evidence in court. The privacy of their proceedings and the privacy of any personal information they submit to ADR providers before, during, or after the procedures is of utmost significance to users of ADR. Inadequate Internet security has been a significant barrier to the expansion of e-commerce and may directly affect the usage of online ADR to resolve the same.

There are other concerns enforceability of these decisions across borders, the execution of such a decree and the insufficient accessibility and then there is also the problem of how one must know to operate the internet before engaging in such an activity is also a significant issue to be considered.

¹² Supra

CHAPTER 5

CONCLUSION

5.1) Suggestions:

No ADR mechanism or litigation along with all the other types of ADR, is flawless. The goal is to seek to make these processes better and lessen their flaws rather than to dwell on their deficiencies and criticise them. The two parts before this one show that, although online ADR may be a useful tool for resolving online disputes, there are some issues that must be handled before the procedure is sufficiently effective. Several legal scholars have proposed strategies for the successful use of online ADR. Even online ADR systems have been suggested. The American Bar Association developed a sample of such a model, which is presented in a collection of suggested guidelines. The authors suggest the following after analysing the information at hand.

1. *Centralized online ADR system:* A researcher proposed the creation of the Dispute Resolution Referral Center (DRRC)¹³, a centralised online conflict settlement mechanism. In accordance with the proposed DRRC, after receiving a complaint, the DRRC would review the complaint and make suggestions to the disputants for appropriate online ADR service providers. To carry out the decisions, it would rely on system administrators. The DRRC's main benefit is that it would direct the complaint to the appropriate party and enable a prompt, affordable, and effective decision. Additionally, a unified body of law may emerge online, aiding in the regulation of online disputes. Additionally, because the DRRC will be running the online ADR service providers, if there are significant increases in the volume of Internet disputes, the DRRC may get overwhelmed and the system may ultimately fail. The DRRC should refer the matter to independent service providers so that it can regularly assess their effectiveness, since this has been deemed to be a better choice. The DRRC does, on paper, appear to be a good framework within which to operate, but only time will tell whether such a centralised organisation can grow and resist the constantly shifting needs of cyberspace.

¹³ Robert C Bordone, 'Electronic Online Dispute Resolution: A Systems Approach--Potential, Problems, and a Proposal' (1998) 3 Harvard Negotiation Law Review 175

<<https://heinonline.org/HOL/LandingPage?handle=hein.journals/haneg3&div=9&id=&page=>> accessed 15 April 2023.

5.2) Recommendations:

Clear terms and conditions by E-commerce websites: Each online business, whether it be an auction site, an online retailer, an online service provider, or an Internet banking website, should explicitly state the rules and regulations that apply to its operation and to the behaviour of its customers. The warranties, responsibility, consumer rights, and privacy provisions must all be specifically addressed in the terms and conditions. The technique of dispute resolution that may be used in the event of an online dispute should also be specified. E-businesses can boost customer confidence by outlining these problems. Before using the website, customers can also learn their rights and obligations and the remedies available to address any subsequent complaints.

