

LEGISLATION ON CONSUMER PROTECTION AGAINST MISLEADING ADVERTISEMENT: A COMPARATIVE STUDIES BETWEEN JORDANIAN LEGISLATION AND MALAYSIA CONSUMER PROTECTION LAW 1999

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Abstract

A misleading advertisement is the one, which does not provide true information about the product. It may comprise of one or more than one aspect which mislead the consumer's such as deceptive price, wrong information, overstatement, etc. Therefore, it is must to set up regulation for this activity to protect consumers. The objectives this paper is to examine provisions legal available in Jordan such civil law 1976 in Jordan and the Jordanian Draft Law 2013 of consumer protection to control protect the consumer from misleading advertisements issue in Jordan. This paper will compare between the legal provision of Jordan and the Malaysian consumer protection legislations specifically in Consumer Protection Law 1999. In both countries, this comparative study will reveal the inadequacy or adequacy on the protection afforded to consumers on misleading advertising. According to the comparative study, the paper attempted benefit from the Consumer Protection Law 1999 of Malaysia concerning the protection of consumers against misleading advertising in order to provide guidance to Jordan in setting out legal for consumer against misleading advertisement to provide cover in issues such as information on advertisement as require under law, price, duty of advertiser, enforcement, punishment, and remedies.

Keywords

Legal protection, Misleading advertisements, Jordanian Civil law 1976, Draft Law 2013, Malaysian consumer protection Law 1999.

INTRODUCTION

Advertisements play an important role in this digital age of modern commercialism. In today's high-tech age, fast- paced, businesses use advertising to make prospects aware of their products

and services and to earn profits through increasing their sales and sales turnover. Every consumer will come across numerous advertisements every day in their life, in newspapers, television, super markets, posters, notices, instantaneous communications like email, internet messages, websites, etc (Russo et al, 1981). Misleading advertising occurs when a prerogative about a product, goods or service is materially misleading or false, in an attempt to persuade the consumer to buy it. An advertisement becomes misleading when the advertiser gives false or wrong information to consumers.

In 2007, RM5.4 billion was spent on advertisements in Malaysia. This proves the significant contribution of the industry towards the nation's economy. Indeed, the advertising industry plays a pivotal role in offering more choices to the consumer. On the other hand, as advertising becomes a critical part of successful commercial enterprises and with fierce competition, the temptation to push the boundaries of truth when making claims for a product is strong. As a tool to sell things persuasively and creatively, advertisement has the power to influence people to the extent of influencing their attitude towards something and in reshaping their lifestyle (Anis Shuhaiza Bt Md Salleh and Izawati Bt Wook, 2010).

Control by the government is necessary to check misleading, deceptive, highly immoral and competitive advertising. In present, Jordan does not have a specific legislation on consumer protection specifically misleading advertisements. However, Jordan has proposed the Draft Law 2013 of Consumer Protection in the Parliament, but until today the law has not been pass yet (Ghazwi et al, 2017). In Malaysia, misleading advertising has been addressed by numerous laws such as Consumer Protection Act 1999, Trade Descriptions Act 2011, Food Act 1983, Direct Sales and Anti-Pyramid Scheme Act 1993, Medicines (Advertisement and Sale) Act 1956, and The Malaysian Code of Advertising Practice 2008. Several other laws of Malaysia also addressed the issue of consumer protection in general (for example: Sale of Goods Act 1957, Hire Purchase Act 1967, Control of Supplies 1961, Weights and Measures Act 1972, and Price Control and Anti Profiteering Act 2011).

The purpose of this paper is to compare between consumer laws in Jordan and Malaysia in relation to deceptive and misleading advertising and consider how the laws of Jordan may be improved in the light of Malaysian Consumer Protection law 1999. The paper is organized to introduce the concept of deceptive and misleading conduct in general. Second, it discusses the information on advertisement as require under law, price, and duty of advertiser, enforcement, punishment, and remedies. And followed by a comparative study on the protection afforded in these countries.

1. METHODOLOGY

The paper is conceptual in nature. The area of research in this study involves the analysis of legislative enactments and case laws. The sources of research involve both secondary and primary. The primary sources are statutes and the secondary sources are case laws. The primary sources contain various consumers protection laws legislated in Jordan and Malaysia. The secondary sources are mainly the articles and books written by eminent experts and authors, electronic data made accessible on the Internet by various periodical, websites, journals and news sources.

2. DEFINITION OF ADVERTISING

"Advertising is the non-personal communication of information, usually paid for and usually persuasive in nature, about products, services, or ideas by identified sponsors through various media" (Sarka, Nevrralova, 2011). The CPA (1999) defines advertisement as any advertisement, whether or not it is coupled with spoken or written words, sounds or writing, and whether or not it is issued in a publication. For instance, through the (a) display of notices, (b) price lists, catalogues, labels, circulars, documents, cards, or materials, (c) the display and exhibition of films/pictures/photographs, or (d) through radio, television, telecommunication of any means (CPA 1999, s. 3:1). On the other hand, there is no definition for the advertisement in laws of Jordan, In addition, the proposed Act 2013 in Jordan also does not define the meaning of advertisement.

Among the main functions of advertising: (Wilcox et al, 2009) (1) To determinate product and distinguish it from others, (2) communicate information about the product, its properties, and to establish its place of selling, (3) persuade customers to try new product and reuse it, (4) activate a distribution (sales) of a product to raise up product usage, and (5) advertising is to build up a brand preference and loyalty.

In general terms, all advertisements must be decent, legal, truthful and honest, that advertisers should have a sense of consumers responsibility, and that advertisers must obey with both the spirit and letter of the regulation (Ramsay, Iain, 2012).

3. MISLEADING ADVERTISEMENT

Misleading advertisement is that advertisement which does not give true and complete information of the product being advertised. It may contain one or more characteristics which mislead the viewer's such as, deceptive price, exaggeration, wrong information, etc. Through the misleading advertisements, many consumers are misleading in different ways that may include using uncertain and ambiguous phrases which can be misinterpreted by a reader (Sharma et al, 2011). Regarding the measurement of consumer perception of the prevalence of misleading advertising, found that the majority of the consumers perceive all advertising for goods, products and services on telephone and e-mail as misleading, then followed by television advertising (Ibid, 191-205). Misleading advertisement and wrong advertising contains false, unclear and unproven information for the advertisement of products in front of customers. One main and important example of misleading advertisement is that, advertisement shows that the product contains minerals and vitamins and beneficial for health, but this is wrong information, the product is totally different.

CPA 1999 in Malaysia section 3 defined "misleading" as "misleading in relation to conduct, practice or representation, includes conduct, which is accomplished of leading a consumer into error." In contrast, in Jordan there is no defines "misleading" while the legislation on Jordan defines "deception" under section 143 of Jordanian Civil Law 1976 'deception' as the situation in which, one of the contracting parties' deceits the other verbally or via actual fraudulent act, which leads to the making of the transactional decision (by the misled party) that otherwise would not be made.

Referring to some European consumer protection laws, we find that it has identified an accurate concept for the misleading ads, according to Article (5) of the British Law of 2008 regarding

(consumer protection from misleading practices) considered every advertisement is misleading if it contains false or deceptive information that affect the average consumer and to push him to contract while he would not if the information existed. Through this respect the British legislators put an objective standard which relied on the average consumer caution and the average intelligence, who is easily can be misled because of the misleading information appeared in the advertisement (Ibid).

In the state of United Kingdom, Molony Committee was established the framework for the rules and regulations of advertising the product, which clear explain in its conclusion and assumption that advertisements which shows misleading and false claims of a truthful character ought to be controlled by trade description legislation (Molony and Joseph T, 1962).

Self-regulatory Advertising Authority (ASA) that is independent body in United Kingdom that usually controlled the false and misleading advertisements (Consumer Protection Act 1987, UK).

The French consumption law of 2014 considered misleading commercial as form of misleading trade practices that is punishable by law. According to this law commercial practice would be considered misleading if based on allegations, signs or false presentations on one or more of the following elements:

A) Product nature or product service b) the essential product characteristics or service. C) The price or method of calculating the price, promotional characteristics regarding price and conditions of sale and delivery. D) After-sales service, which includes spare parts, or replacement or maintenance. E) Advertiser commitments, procedures and objectives behind selling the product or the service. F) Identity, characteristics and expiry of the product. G) Address consumer demands and rights. French legislators agree with the British counterpart on the criterion of ordinary consumer with medium intelligence to estimate the degree of misleading advertisement, the same criterion was adopted by the European Directive in 2005 to control illegal trade practices.

Many Arab countries recently showed real attention in the zone of consumer protection by issuance of special laws examples for this, The Egyptian law, consumer protection No. 67 of 2006, consumer protection Syrian law No. 14 of 2015, as well as federal law of UAE No. 24 of 2006 on the protection of the consumer.

Article number 26 in the UAE law consumer protection states that "it's prohibited for any person to advertise any serves or any good using a way that leading to mislead and deceive the consumer. So many weaknesses and appeared in the Draft law 2013 and UAE Consumer Protection law, which it shows the urgent need to adjust and re-examine those laws to ensure civil protection from misleading commercials for consumers (Rasha Hattab, 2016).

By reviewing the Consumer Protection Law of UAE and the Draft Law 2013 Jordan, can be notice that they completely missed the concept of misleading commercial advertising, Jordanian Draft law stated that advertisements are misleading only when put the consumer in wrong, which is the standard adopted by a majority of the Arab consumer protection laws (Ibid).

Moreover, the UAE and the Jordanian law makers ignored to state whether it would be possible to consider the omission or hiding some data in the advertisement as an act misleading or not, on the other hand British lawmakers did not miss this, they stated clearly that intentional

omission of standard information related to the advertised product or services is a form of misleading and deception. The British law allowed to judge the question and decide the extent to which hidden information is essential or not (Ibid).

Article (6) in the Egyptian Consumer Protection law (No. 76) of 2006) every supplier and advertiser must provide consumers with the right information on the nature of the product and its features and avoid what may lead to mislead the consumer on the true information on the product.

The Syrian Consumer Protection 2015 article 1 declared that advertisement is any way, aimed at promoting or sale or marketing of a product or service, whether directly or indirectly readable or heard or visible or encoding. Added to that the Syrian law had defined the misleading advertisement in a direct way. Article (1) (misleading advertising) is any Advertisement that deals with a good, service, an offer or statement and includes allegation of a false or formed in a way that will lead directly or indirectly to deceive or mislead the consumer. The Syrian Consumer Protection Law is the only law among Arab laws related to consumer protection who identified misleading advertising directly.

4. EXAMPLE OF MISLEADING ADVERTISEMENTS

Following are the examples which misrepresentative the advertisements (Girimaji, Pushpa, 2006):

- (i) If advertisement of cooking oil convey message to its target audience that its controls heart disease as customers are consuming specific oil consumers then its misleading realities.
- (ii) If a campaign of water steriliser, make a statement of 100% safe water regarding microbes (not viruses) then it's not a true statement.
- (iii) When a producer advertises regarding refrigerator distributed by him preserve edible inside germ-free even not have scientific evidence then the statement is false.
- (iv) While an advertiser of a detergent claims it will remove grease stains in first wash but wouldn't prove it so that is advertising a fake statement.
- (v) Once a campaign delivers message on every purchase for free gifts to its audience on purchasing of product, the free gift may be anything and its covering partly or fully amount of pretended gift. So, the distributor is not true and misleading customers.
- (vi) When a merchant launches a promotion of special discount on his products and services on a special occasion or on festival celebration while in reality he want to get rid of old fashion and near to expiry stock, then he is misleading its customers.
- (vii) If manufacturers of toothpaste launch a campaign the toothpaste of specific brand stop cavity, but no scientific evidence prove that statement, then he is misrepresenting realities.
- (viii) When a campaign of face beauty cream title to get rid of dark spots more over hold them from coming again, the manufacture has to justify that otherwise it's an illusory statement.
- (ix) Most of the time, minute letters are presented at the bottom of advertisement which shows reduction of critical information about the goods. This can be known as unethical trade practice. That is specifically link with the unclear information to the consumers.

The following above examples of advertisement could influence the economic performance of traders and consumer and may be unfavourable for a competitor. Furthermore, it can be concluded that misrepresentation of advertisement is based on different principles such as the features of products and services (origin, way to provision or manufacture, availability, composition or nature, etc.), the price of a product or the method by which the price of a goods is calculated, the results comes after check of product quality, the expected outcome after its consumption, the circumstances which leading the supply of products and services, the authorities, qualities and nature of advertiser (resources and uniqueness, intellectual assets privileges, qualification etc) (George C., Deepak S., and Amarjeet S, 2012).

5. LEGAL PROVISION AGAINST MISLEADING ADVERTISEMENT AVAILABLE IN JORDAN; WITH COMPARISON AGAINST MALAYSIAN CONSUMER PROTECTION LAW 1999.

The principal legislation for the protection of consumers in Malaysia is the Consumer Protection Act 1999 (CPA). Aim of this Act is to give right for consumer protection through the Tribunal for Consumer Claims and the National Consumer Advisory Council and for issues related with that. On the other hand, Jordan presently does not have specific legislations regarding consumer protection issues. Thus, the civil law in Jordan, is the main law for all private laws in Jordan and is thus considered to be the applicable law in the absence of any rules (Alsarhan, A, 2005). Such as the absence of law of consumer protection. In addition, the draft law only called the law of consumer protection in the first article. As well, the Draft law in Jordan did not create the Tribunal for Consumer Claims, and for issues related with that as Malaysian.

There are salient points of comparison on the legal provisions relating to advertisement Malaysia and Jordan. This paper has compared between Malaysian' consumer protection law 1999 and Legal provisions available in Jordan to attempt for get out of the similarities and differences in legal provisions about misleading advertisement. The comparison was about six items, information on advertisement as required under law, price issue, and duty of advertiser, enforcement, punishment, remedies.

6. INFORMATION ON ADVERTISEMENT AS REQUIRED UNDER THE LAW

Presently, the consumer rights to inform the product or goods are one of the elementary rights of the consumers that has been recognized universally, together with other basic rights, namely, basic rights include basic needs, the right to choose, the right to redress, the right to be heard, the right to consumer education and the right to live in a clean environment (Ismail et al, 2012). Thus, the consumers must have knowledge regarding the information on advertising issue, therefore, to inform consumers about all the information that relating to goods or services, in order to protect from misleading.

In section 10 of CPA 1999, the consumer's right to obtain material and information related the goods or serves of a particular standard, kind, grade, quality, quantity, model and style, composition, the goods have had a specific previous use or specific history, the services are of a particular standard, quality, kind or quantity. In addition, information concerns the existence, exclusion or effect of any guarantee, condition, remedy or right; or concerns the original place of the products and goods.

Under section 150, para 1 of CPA 1999 it is mentioned that the Minister may make such regulations as may be expedient and necessary for the determination of carrying into effect the provisions of this law. In particular and without prejudice to the generality of subsection (1), such regulations may recommend and prescribe, with respect of services or goods of any description or of any class or classes of services or good, a consumer information standard regarding any or all of the following matters:

(a) the disclosure of information relating to the grade, quantity, performance, origin, care, contents, composition, kind, design, use, construction, promotion, price, packaging, finish, or supply of the services or goods and;

(b) the form or way the information is to be disclosed on or in relation to or in connection with the supply or resupply or promotion of the supply of the services or goods. (CPA 1999 Section 150/2).

In contrast, some of the provisions of Jordanian laws related to data relating to the goods and service implicitly and indirectly mentioned in scattered provisions. Examples of provisions, The Jordanian Unfair Competition Law (2000), Article 8, indirect defined 'misleading' as any competition that contradicts the honest practices of industrial and commercial activities – this is particularly true for the following activities; (3) the assumptions or data employed in commerce that may misinform and mislead the public in terms of the nature, properties, manufacturing methods and availability of the product, (4) any practice that belittles the reputation of the product causing confusion in terms of the overall shape/presentation of the product, or that which misleads the public on its price or the counting method, or (5) if unfair and biased competition related to the trademark utilized in the Kingdom is registered or otherwise and it misleads the public, then what is provided in paragraph (A) of the Article shall apply (Jordanian Unfair Competition Law, s 8-3,4 & 5, 2000).

Article (8) of the Draft Law provides that "publication of any advertisement misleading a consumer or driving him/her to make error on the goods or services shall be prohibited. In the context of exploring concept of "misleading advertisement", a question raises whether omission or silence of the advertiser as to mentioning some data in the advertisement is considered misleading; the Draft Law does not address this issue, rather it just examines the general concept of "misleading", where it is envisaged that misleading may take place through omission by the advertiser of some data about the goods or the services which lead to making errors by a consumer. For example, a cell-phone vendor does not state that some displayed cell-phones are second-hand, and that an advertiser does not mention a certain service that such service shall be binding for a certain period under the contract (Khasawneh, Maha Youssef, and Hattab, Rasha Mohammed Tayseer, 2006). Moreover, a parallel problem to the Jordan Civil Law, regarding a lack of clearness and clarification, also arises in relation to the Draft Law 2013 due to it not clarifying or defining the definition of complete information and what necessities and requirements fall within it (Alhusban, Ahmad, 2014).

The CPA 1999 drew extensively from consumer protection in section 10 of CPA elaborated the information disclosure in detail. However, the Draft law 2013 provisions of Jordan does not detail it.

7. PRICE MISLEADING IN ADVERTISEMENTS

The Malaysian laws are more inclusive than Jordanian laws in the issue of price misleading. The CPA covered price issues from mislead, the suggestion given to a consumer is misleading as to a price or a method of determining a price if what is conveyed by the indication, or what the consumer may reasonably be expected to infer from the indication or any omission from it (CPA. S 12 and 13).

Section 12 includes the following: (1) that the method or price is not what in element it is, (2) that the applicability of the method or price does not depend on circumstances or facts on which it does in fact depend (3) that the price covers, or the method takes into account matters in respect of which an supplementary charge is in fact made (CPA. s12).

However, there is no specific laws in Jordan touch about the price of a services or good that includes the extra price or other matters relating to prices. The Draft Law 2013 of Jordan also does not provide any definition for the price misleading. It seems that the Draft Law of Jordan mentioned this issue in general since section 8 of the Draft Law considered that the advertisement is misleading if it contains incorrect or incorrect data or information and it does not mentioned price as the one of the element for the mislead.

The above shows that the laws of Malaysia covered all aspects of the issue prices, unlike the laws of Jordan, which did not address the issue of price and consumer protection from misleading or deception in commercial advertising.

8. DUTY OF ADVERTISER

The foremost aim of consumers during buying goods is to get information about the proposed advantages of product (Howells, Geraint, and Thomas Wilhelmsson, 2003). For this purpose, an advertiser should give appropriate goods which are fully free from all flaws. Otherwise, the advertiser is obligated by a method of an inferred obligation to reveal any concealed flaws that is found in goods and services.

There are many obligations on advertisers or service providers need to adhere to in commercial advertising, indeed the laws of Malaysia (CPA 1999, s 9 and 10. TDA 2011, S 16 and 19. food Act 1983, s 16 and 17). Addressed to this case, during a set of legal texts in different laws that addressed the Consumer Protection from misleading advertising. In contrast, the laws of Jordan mentioned inadequately.

According to Section 9 of the CPA, the advertiser or supplier must not engage in misinformation in the supply of goods and goods. Thus, not a single person shall involve in the manner that the product is misrepresentative or unreliable or is probable to misinform or cheat the individuals as per the features, process of manufacturing, nature, quantity or availability and suitability of products. In case, when services are misrepresented or misleading, or is probable to misinform or cheat the individuals as per its features, nature, quantity or availability and suitability of services.

In addition, regard to misrepresentative or false illustration no individual shall form a misleading and false picture about products with a specific type, feature, price, grade, style, quantity, standard, quality, alignment, model, usage, packaging, supply finish, promotion of the products or services (CPA, s10-1).

The Draft Law in Jordan 2013 cited earlier has put a noteworthy step concerning to the obligations about information. This can be prominent from Article 3 (a) 2-3 and 8 (Karky, Hetham Hani Abu, 2010). These provides rights to a customer to require full information related to the buying products and services, the right to attain full information related to consumer's duties and seller's rights preceding to the close of the contract, the right to attain complete information about the existence of the seller.

Nonetheless to these obligations, there are some legal doubts regarding to three problems. First, the precondition of information in the draft law don't identify as to apply a duty on merchants to offer the above cited information; relatively, it is in favour of costumer to retrieve information which consequently put obligation on customer to ask for inquiry. This identifies that contractual and pre-contractual information conditions as per mentioned in draft law are considering to be an incentive to deliver information other than being directed to convey them is compulsory in nature (Karky, Hetham Hani Abu, 2010).

Furthermore, the big intention of the draft law is introducing a system for consumer protection that has information transparency and legal certainty (Ibid). For offering a strong consumer protection with information duties, legislature must have to put an information obligation on advertisers to reveal seller's duties and consumer's rights rather than the additional method around, or slightly open information about the duties and rights of both consumer and seller. Lastly, a same issue to the JCL in Jordan concerning to the absence of clarity turn out in an association to the draft law because it is not describing or expounding the definition of whole information and what criteria exists.

9. ENFORCEMENT

The consumers' access to justice in Malaysia is available through the Tribunal for Consumer Rights and other bodies. In Malaysia, the body which is mainly responsible in resolving disputes between consumers and business providers is the Tribunal for Consumer Rights (Tribunal).

The Tribunal which is specifically for consumer right is an autonomous sector formed under section 85, Part XII of the Consumer Protection Act 1999. The operation of tribunal is controlled by the Ministry of Domestic Trade, Consumerism and Co-Operatives. The main objective behind the formulation of tribunal is to offer a different medium for consumer to put their cases in simple, cheap and quick way (Ayyappan Palanissamy, 2013). The judgement of Magistrate's is the absolute one and no further request to a higher court can be formed by any person, however it is as per rule (Sabri, Mohamad Fazli, 2014).

In Jordan, the only existing way for customer to acquire compensation is the traditional way. They follow these tradition ways whenever any problem occurred in the commercial advertisement. It all because of absence of rule and regulation related to problems of consumer specially linked with the internet. The traditional way is exemplified in the regular civil litigation method for pay off groups unfavourably influences by illegal manner. This old method can be explained as multifarious, slow, difficult and mostly high in cost which does not encourage the protection of consumer specifically related to the small portion of benefits and allowances provided to consumers (Ibid). It is doubtfully to comment that protection of consumer is satisfactory from misrepresentative advertisement in the scenario of Jordan, as

long as there is an follow up on legal outline for leading the protection of consumer as per Jordan Civil Law 1976 (JCL).

10. PUNISHMENTS

Concerning to punishment in Jordan there is no text that punishes the advertiser or the provider directly, and if there is a punishment, it is not sufficient. Contrariwise, in Malaysia the penalty to misleading advertisement under CPA be to a fine not above than two hundred and fifty thousand ringgits, and for a second or subsequent offence, to a fine not above than five hundred thousand ringgits, if such person is a body corporate. additionally, if such person is not a body corporate, to a fine not above than one hundred thousand ringgit or to imprisonment for a term not above than three years or to both, and for a second or subsequent offence to a fine not above than two hundred and fifty thousand ringgit or to imprisonment for a term not above than six years or to both (CPA. S 25:1).

On the other hand, Jordan Penal Code generally deals with misleading and deception issues in advertising in the scope of addressing the fraud and similar cases. Hence, anyone who deceives the contracting party from knowing whether in the nature of the goods, their composition, essential qualities and also quality of products. therefrom or the source thereof when the designation of the type and the source, considering under the agreement or customs the foremost reason for sale shall be punishable by imprisonment from one month to a year and a fine of five dinars to fifty dinars or one of these penalties (Jordan panel Code, 1960).

As stated above, protection of consumers is very important and the Malaysian Government has taken a legal measure for the consumers to protect from the dangerous and unsafe products through under section 25 of CPA is an adoption of the strict liability regime for defective products.

11. REMEDIES

The remedies in contract under civil law in Jordan are to simplify the interchange of commercial however the main contract was finalized on the basis of different rules of identical bargaining power. Though, for those consumers who is not strong in the economical point of view in the consumer contract of buying of product are mostly being up to date about the feature of product and their related information respective to the cost of the goods. Thus, the contract was finalized without snips. The remedies for contract which are coming from the basic law system is founded on the policy of autonomy to contract, on the statement the parties who are involved in contract have equal strength of bargaining. Hence, the basic outline of contractual remedies would not adequately fix the disparity of bargaining rule among the dominant supplier and the consumer. The consumer protection law is legally interference law that can be judiciary or statutory intervention that is to amend the inequity of bargaining rule of the consumer.

The main point that consumer has a right as per rule discussed by act of small compensation if there is inappropriate remedy to influencing those rules. Thus, it support upon the flaws of consent theories in Articles 135-156 of the Jordan civil law which specify the fraud and mistake that does not does not pursue to amends the disparity of knowledge among the parties of contract for confirming that the consumer is the one who has ability to formulated the informed decision, or relatively they pursue to amends the mistaken or deceived agreement .As well, the Jordanian Law according to the Civil Law did not explain if the lying is considered as

deceiving, and there is no decision for Jordanian courts in how can consider just lying is considered as deceiving (Alhusban, Ahmad, 2014). Moreover, depending upon the flaws of consent theory where there is a situation that consumer is disappointed with the goods, there is a possibility of problem arises for consumers to interrogate that specific information must be taken as a distinctive feature accordingly to have a authority to withdraw the contract.

In CPA 1999 the meaning and scope of remedies are very inclusive more than legal protection in Jordan. Thus, the CPA remedy used to prevent and redress a right, which is legally recognised hence remedy is how a right is imposed or by which the violation of a right is compensated or prevented. In Malaysia, the advocacy of the consumer rights effected the government to enact CPA, which purposes to provide a complete and comprehensive scheme of protection for consumers. Where section 29 of CPA provides ancillary for consumer, according to CPA the court can order to: “(1) refund the money or return the property, or (2) to pay the amount of the loss or damage, or (3) at the person’s own expense, to repair or provide parts for goods that have been supplied by him. And, (4) at the person’s own expense, to supply specified services, to the person who suffered, or is likely to suffer, the loss or damage, as the case may be.”

12. CONCLUSION

Advertisements must be fair and truthful since the impact of advertisements on consumer choice is unquestionable and undeniable. Misleading advertisements largely affects or violates numerous basic rights of consumers. It is necessary to look at the self-regulation in Jordan to create specific law to protect the consumer. An industry need to have certain minimum standards of conduct in the hope that to do so will obviate the necessity of passing laws regulating such conduct and that is the purpose of having any self-regulation. In Malaysia, there are stronger legal controls over the advertising compared to Jordan. In addition, Malaysian businesses and consumers also have a higher level of awareness of the presence of consumer laws. It is crystal clear that many lessons can be learned from the experience of Malaysia in protection of consumer particularly in the case of misleading advertisement.

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