

()
*

2007

:

1993 / 2006 (24)
26 92 - 949

.2008/3/30

2007/6/24 *

()

()

2007

:

.1

.2

.3

.4

:

:

-

-

-

(1)

(3)

(2)

L111-1

26

92-949

"

1993

"

()

(7)

2006

(24)

"

()

186

(8)

-2

"

"

(144)

(9)

(12)

(/ 1032)

-2

(10)"

:

(13)

1993 26

:

-

(L 111 - 1)

24

(7)

:

.2006

-1

(3 - 113)

-

(11)

(8)

L134 - 1

(17)

(14)

)

(

(2)

1994/8/4

94 - 665

(7)

(15)

(18)

(16)

1971 12

()

(19)

(6)

1978 10

(5)

(15)

(20)

(21)1979 13

.(5)

- 1993

"

()

(10)

(22)

(24)

:

-

()

(25)

(98)

"

(23)"

Droit de repentir. Faculte de renonciation

"

"

"

(7)

()

(27)

:

(26)

()

:

" - "

(104)

(145)

(145)

1988

"

"

"

"

(28)

(31)

L421 - 1

(204)
)

(248)

(

(32)

()

1992 18

(36)

(29)

"

()

L132 - 1

"

"

"

(30)

)

(33)»

":

»

(34)»

»

(35)»

»

(36)»

:

»

(37)»

:

»

(38)»

:

-

.()

-

.()

-

(42)

(144)

"

"

"

(39)"

(856)

(1/983)

(43)

-2"

927

-3 .

.(

)

."

()

.(40)

(928)

(44)"

"

(41)

(928)

(1033)

(47)“ventes aggressives”

()

(45)

(48)

:

(7)

()

(49)

(46)

()

:

(50)

(52)

)

(218)

(176

-1

(53)

:

-2

(51)

(7)

()

- -

"

(64)»

(67)

:

()

-1

193

237)

.(

(65)

238)

-2

(194)

189

231)

.(

-3

2006 (24)

(66)

()

()

" "

- .172
- Malinvaud (Ph) note. Sous. Cass. Com. 16. oct 1973 J. C. (13)
- P.
- Calais – Auloy (J). L'influence du droit de la (14)
- consommation sur le droit civil des contrats. R. T. D.
- civ. P. 242 et suiv. (15)
- .109 46 (16)
- (4) .97/7
- Dikie (J) internet and Electronic commerce law in the European Union. Portland, Oregon, 1999. P. 94.
- " 1 – 134 (17)
- " (18)
- "
- "
- 2003 28 – 26
- .123
- .286 – 1971 (19)
- Malinvaud (ph), op.cit.p.54,55. (20)
- .270 – 1979 (21)
- .124 (22)
- .42 – 41 (23)
- (193)
- "
- "
- .125 (24)
- Calais – Auloy (J) le droit de la consommation. 1992. (25)
- Dalloz. No. 87 p. 78.
- Mousseron (J. M.). la durée dans la formation des (26)
- contrats. Melanges Jauffert, 1974. P. 519.
- CALAIS – AULOY (J) OP.Cit.p.244 (27)
- PAISANT(Gilles): La loi du 6 janv.1988 sur les operations de vente a distance et le "tele-achat". J.C.P. 1988-doct- No16. .237 158
- Malinvaud (ph). La protection des consommateurs, D. (1)
1981. chr. P. 49.
- "
- "
- " 2004/8/5
- Pizzio (J). l'introduction de la notion de consommateur en (2)
- droit français. D. 1982. chr. 91. (3)
- 1982
- .15
- C. Appel de Paris 10 Juill. 1992 Juris. data. No022943. (4)
- : (5)
-)
- (267) 2007 (
- Cass. Com. 24 mai 1994. B.C. 184. (6)
- XAVIERE. (p): l'obligations de conseil. The'se. Rennes. (7)
1992. No 564.
- BOYER:L"obligation de renseignements dans la (8)
- formation du contrat. These Aix-Marseille. 1975. P.31
- No. 15.
- .38 (9)
- /1/927 (10)
- Ghestin (J) Traité de droit civil, la formation du contrat. 3e (11)
- ed. L. G. D. J. Paris 1993. no 571. P. 545.
- Cass. Civ. 19 mai 1958. Bull. Civ. 3 no 173. P. 147 (12)

.113 70 (46) 97 61 (28)

Calais – Auloy, les ventes agressives. D.. 1970 ch. P. 37. (47) Flour et Aubert, les obligations. 1975 no. 277. (29)

(48) .50 (30)

298 207 Calais – Auloy. Op. cit. p. 247 – 248. (31)

(49) HUET (Jèrome) Les hauts et les bas de la protection (32)

.387 1965 contre les clauses abusives (à propos de la loi du 18

5 (50) janvier 1992 renforçant la protection de

.86 6 (1101) 52 consommateurs). J. C. P. 1992. doct. P. 273. note. 14.

(1 /7) (51) .35 : (33)

1978 .152 : (34)

.227 151 (52) .250 3 (35)

Mazeaud (H. L. J) Leçons de droit civil, T. 3 3ed. Editions (53) 270 4 (36)

montchrestien Paris. 1986. p. 304. .20436

201 4 (54) 2246 45 2 (37)

.172 2 .755

.155 5 (55) .491 3 (38)

(56) (186) (39)

.237 160 .

140 1 (57) (40)

(58))

.42 13 (

() (59) (

.299 267 164 .99 2003/15 – 14 (41)

(178) (60) .306 357 310

.268 5 (61) 119 2 (42)

(185) (62) "

(63) "

3 ()

.546 .25 – 24 (43)

.286 (64)

.274 – 273 5 (65) .52 (44)

(66) 5 1 (44)

.405 .292 (45)

.128 (67) (45)

.432 – 431 609 1

1407

1994

2005 . 1935

- . 1938
1986
1991
- . 1317
1
2006
- . 1910
1995
() 2007
- 1982
31 1
1428
- Calais – Auloy Jean. 1973. *La loi sur le démarchage à domicile et la protection des consommateurs*. Dalloz.
- Dikie, J. 1999. *Internet and Electronic commerce law in the European Union*. Portland. Oregon.
1994
- Flour et Aubert. 1981. *Les obligations*. lib Armand colin. Paris.
- Ghestien, J. 1993. *Traité de droit civil. La formation du contrat*, 3 ed, L. G. D. J. Paris.
2003
- Malinvaud, PH. 1981. la protection de consommateurs. D.
- Mousseron, J.M. 1974. *la durée dans la formation des contrats*. Melangest Jauffert.
28 – 26
- Pizzio, Jean-Pierre. 1982. l'introduction de la notion de consommateur en droit français D.
1998
- Xaviere, Perron. 1992. *L'obligation de conseil*. These, Renne.

The Protection of Consumer Consent
A Comparative study of the Emarati Consumer Protection Law,
The French Legislation on Consumption, and the Jordanian Draft Law on
Consumer Protection

*Ghazi K. Abu Orabi**

ABSTRACT

One of the main elements of a contract is consent, therefore it demanded special attention in the theory of contract and was given the adequate conditions by the legislator to make sure that the consent of any party to a contract is sound and well established.

Nonetheless, the development of modern means of communication, especially cyber-space contracting (contracting using the internet) and the accelerating speed of production, distribution, and means of publicity that accompanied this phenomenon, the problem of protecting the consumer's consent from reckless cyber-space contracting emerged.

This study aims at finding the most important means of protecting the contractor's consent, provided in the contemporary consumer protection laws, especially in the process of establishing the contract, and comparing such means with the means provided by Islamic Jurisprudence in this respect, in the hope that our legislator makes good use of this study in the 2007 Jordanian Draft Law on consumer protection, which is proposed by the Ministry of Trade and Industry.

Keywords: Consumer Consent, The Protection Law, The Theory of Contract.

* Faculty of Law, University of Jordan. Received on 24/6/2007 and Accepted for Publication on 30/3/2008.