



E-Contract Withdrawal Rights in E-Commerce: A Comparative Study of the Egyptian Customer Protection Law and Islamic Jurisprudential Perspectives

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Abstract

This research examines the right of withdrawal in e-contracts within the realm of e-commerce, specifically under the Egyptian Consumer Protection Law No. 181 of 2018, through the lens of Islamic jurisprudence. The study focuses on the practical application of the right of withdrawal in e-commerce, particularly concerning the consumer's ability to cancel a contract post-purchase without the opportunity for physical inspection of the goods. The objective is to elucidate the conceptual framework, statutory basis, and practical implications of the right of withdrawal within both the Islamic and Egyptian legal systems, as well as to evaluate its effectiveness in safeguarding consumer rights. The research adopts a qualitative methodology with a comparative analytical approach, encompassing an examination of the principles of Islamic jurisprudence, the relevant provisions of Egyptian legislation, a thorough analysis of statutory texts, and the perspectives of legal scholars. The findings indicate that both Islamic jurisprudence and Egyptian legislation acknowledge the consumer's right to withdraw under specific conditions. Nonetheless, practical limitations persist, particularly in the digital marketplace, where product characteristics and the logistics of returning goods pose challenges to the enforcement of consumer rights. This study contributes by presenting a comprehensive comparison between traditional Islamic options (*khiyār al-ru'yah*, *khiyār al-'ayb*, *khiyār al-Shart*) and contemporary legislative mechanisms, thereby highlighting their mutual aim of protecting the weaker party in transactions. It is anticipated that the Egyptian government will amend Article 40 of the Consumer Protection Law to ensure a fair allocation of costs associated with the return of goods between consumers and sellers. Furthermore, the significance of consumers' understanding of their rights and responsibilities regarding the recall of goods within the electronic contract framework must be emphasised.

Keywords: Consumer Protection Law; E-Withdrawal; E-Commerce; Islamic Jurisprudence; Egyptian Law.

Abstrak

Penelitian ini mengkaji hak penarikan e-kontrak dalam e-commerce di bawah Undang-Undang Perlindungan Konsumen Mesir No. 181 Tahun 2018, dari perspektif yurisprudensi Islam. Penelitian ini berfokus pada penerapan hak penarikan dalam e-commerce, khususnya kemampuan konsumen untuk membatalkan kontrak setelah pembelian tanpa pemeriksaan barang secara fisik. Tujuannya adalah untuk memperjelas kerangka kerja konseptual, landasan undang-undang, dan implikasi praktikal dari hak penarikan kembali dalam sistem hukum Islam dan Mesir serta untuk menilai keberkesannya dalam melindungi konsumen. Studi ini merupakan kajian kualitatif dengan pendekatan analitis komparatif, yang mencakup pemeriksaan prinsip-prinsip yurisprudensi Islam, ketentuan undang-undang Mesir, analisis teks-teks undang-undang, dan pendapat ulama. Temuan penelitian menegaskan bahwa yurisprudensi Islam dan undang-undang Mesir mengakui hak konsumen untuk menarik diri dalam kondisi tertentu. Namun, terdapat keterbatasan praktikal, terutama di pasaran digital, di mana ciri-ciri produk dan logistik pemulangan barang mempersulit penegakan hak-hak konsumen. Kajian ini memberikan kontribusi dengan menyajikan perbandingan integratif antara pilihan-pilihan tradisional Islam (*khiyār al-ru'yah*, *khiyār al-'ayb*, *khiyār al-Shart*) dan mekanisme legislatif, yang menyoroti konvergensi keduanya dalam melindungi pihak yang lebih lemah dalam bertransaksi. Pemerintah Mesir diharapkan dapat mengamandemen Pasal 40 Undang-Undang Perlindungan Konsumen untuk mempermudah biaya pemulangan barang secara adil antara konsumen dan penjual. Selain itu, pentingnya pemahaman konsumen tentang hak dan tanggungjawab penarikan barang di bawah kerangka kerja kontrak elektronik perlu ditekankan.

Kata Kunci: Hukum Perlindungan Konsumen; Penarikan Elektronik; Fiqh; Perundangan-Undangan Mesir.



Introduction

With the rapid evolution of digital technologies, e-commerce has emerged as a dominant mode of commercial interaction globally, including in Egypt.¹ Electronic contracts (e-contracts) are now widely employed for the purchase of goods and services via online platforms, mobile applications, and social media. These e-contracts are legally recognised under Egyptian law, particularly through the Egyptian Civil Code and the Electronic Signature Law No. 15 of 2004, which acknowledges the legal validity of electronic transactions and digital signatures.² However, despite significant advancements in Egyptian legislation regulating digital commercial relationships, gaps persist in the enforcement of consumer rights, particularly with respect to contract withdrawal and dispute resolution in online transactions.³

A significant issue within Egypt's e-commerce sector is the inadequacy of mechanisms that ensure fair treatment and protection of consumers, who are often regarded as the weaker party in contractual relationships.⁴ Many consumers report dissatisfaction with the delivery of goods that do not correspond to their online representations, delays in shipment, and the absence of proper return policies. According to a 2022 report by the Egyptian Consumer Protection Agency (CPA), over 35% of complaints lodged were related to online purchases, encompassing non-compliance, defective products, and failed withdrawals.⁵ Furthermore, a study by El-Gohary (2020) found that 42% of Egyptian online shoppers encountered issues that would legally entitle them to withdraw from the contract but lacked the knowledge or legal support to do so.⁶ These findings indicate systemic weaknesses in consumer protection, particularly concerning the enforcement of e-contracts.

Several scholars have addressed issues pertaining to e-commerce regulation in Egypt. For example, Yulia Vladimir (2018) analysed the inconsistencies between Egypt's consumer protection law and international e-commerce norms, highlighting deficiencies in data protection and consumer remedies.⁷ Similarly, Elfakharani (2022) conducted a comparative study between Egyptian and European laws, contending that Egyptian legal frameworks lag

¹ Sherif Kamel, "The Role of Digital Transformation in Development in Egypt," *Journal of Internet and E-Business Studies*, July 2, 2021, 1–10, <https://doi.org/10.5171/2021.911090>.

² Perihan El Ahmar, Giles Oatley, and Passant Tantawi, "Government Regulations and Online Shopping Behaviour: An Exploratory Study on Egyptian Online Shopping Consumers," *The Business and Management Review* 7, no. 2 (2016): 134–45, <http://researchrepository.murdoch.edu.au/id/eprint/36079/1/BMR96779.pdf>.

³ Ashraf M. A. Elfakharani, "Evaluation and Comparison of the Electronic Contract in the Context of Legislations in Egypt and Saudi Arabia: An Explanatory Study," *Law and Humanities Quarterly Reviews* 1, no. 2 (June 30, 2022), <https://doi.org/10.31014/aior.1996.01.02.7>.

⁴ Lobna Hafez, Eman Elakkad, and Mohamed Gamil, "A Study on the Impact of Logistics Service Quality on the Satisfaction and Loyalty of E-Shoppers in Egypt," *Open Journal of Business and Management* 09, no. 05 (2021): 2464–78, <https://doi.org/10.4236/ojbm.2021.95133>.

⁵ Eslam M. Saleh, "An Overview Of The Consumer Protection Agency In Egypt," *SSRN Electronic Journal*, 2021, <https://doi.org/10.2139/ssrn.3764047>; Central Bank of Egypt, "Annual Report 2022/2023" (Egypt, 2023), https://www.cbe.org.eg/-/media/project/cbe/listing/research/annual-report/annual-report-2022-2023_-en.pdf.

⁶ Mahmoud Elsaed et al., "Analyzing The Factors Affecting Online Trust in B2C E-Commerce and Its Impact on Purchase Intention in Egypt," *The Academic Journal of Contemporary Commercial Research* 4, no. 1 (March 1, 2024): 45–63, <https://doi.org/10.21608/ajccr.2024.220959.1072>; Ahmar, Oatley, and Tantawi, "Government Regulations and Online Shopping Behaviour: An Exploratory Study on Egyptian Online Shopping Consumers."

⁷ Yulia Vladimir Akinfieva, "E-Commerce in the Modern World-Electronic Transactions and Some Challenges and Perspectives: Comparative Analysis of UK, Egypt and South African Legislation" (University of Liverpool, 2018), https://youssrysaleh.com/wp-content/uploads/2019/02/E-Commerce-Challenges_Final-Version_LLM_Thesis_Yulia-Akinfieva.pdf.

behind in providing enforceable withdrawal rights in e-contracts.⁸ Moreover, research by Wael (2008) underscored the absence of clear jurisprudential integration between Islamic principles of option (*khiyār*) and contemporary consumer protection statutes in Egypt.⁹

Despite these contributions, a significant research gap remains. Existing studies have primarily concentrated on statutory shortcomings or comparative legal frameworks without fully exploring the intersection between Islamic jurisprudence and Egypt's positive law in the context of e-commerce withdrawal rights. This article uniquely addresses this gap by investigating the extent to which Egypt's Consumer Protection Law No. 181 of 2018 aligns with the classical Islamic legal tradition, particularly the principles of right of seeing the goods (*khiyār al-ru'yah*) and right of defect (*khiyār al-'ayb*). It further offers an evaluative critique of current legislation through the lens of Islamic ethics and fairness in contract execution. This dual-perspective analysis has not been comprehensively examined in prior research.

The aim of this research is to critically assess the legal and jurisprudential foundations of the right to withdraw from e-contracts in Egyptian law, compare them with Islamic contract doctrines, and identify areas where current laws fall short in protecting consumers in e-commerce transactions. In doing so, the study offers an original contribution to the literature on digital commercial law in Muslim-majority countries. Scientifically, it provides a harmonised model for reform that respects Egypt's Islamic legal heritage while aligning with international consumer protection standards. This research also serves as a resource for legislators and policymakers seeking to enhance consumer trust in Egypt's digital marketplace.

Method

This research employs a qualitative doctrinal legal approach, concentrating on conceptual and normative analysis. Primary data sources comprise Egyptian legal texts, notably Law No. 181 of 2018 concerning Consumer Protection, Law No. 15 of 2004 on Electronic Signature, and classical Islamic jurisprudence manuals addressing contractual options (*khiyār*). Secondary data sources include published scholarly articles, statistical reports from the Egyptian Consumer Protection Agency, and previous studies on e-commerce law. Data collection was undertaken through document and library research, systematically reviewing legal texts, academic papers, and government publications. The analysis employs comparative legal methods, evaluating the harmonisation between Islamic principles and statutory consumer rights, supplemented by content analysis to identify recurring themes and challenges within Egyptian e-commerce practices. Theoretical frameworks applied encompass the theory of consumer protection law and the Islamic jurisprudential theory of contractual options (*khiyār*), providing a dual perspective to assess the alignment of Egyptian law with Sharia-based norms.

The right of withdrawal from electronic contracts in e-commerce according to Egyptian law and Islamic jurisprudence

Legal scholars have engaged in extensive debate regarding the legal basis for the legislative right of withdrawal in electronic contracts. Some scholars have grounded this right in the concept of a contract suspended on a condition, while others have focused on the

⁸ Elfakharani, "Evaluation and Comparison of the Electronic Contract in the Context of Legislations in Egypt and Saudi Arabia: An Explanatory Study."

⁹ Wael Ibrahim, "Incorporation of Public Interest in Egyptian Contract Law: A Critical Review of Sixty Years of the Sanhuri Civil Codereview of Sixty Years of the Sanhuri Civil Code" (American University in Cairo, 2008).

progressive formation of contracts. Additionally, some have drawn parallels between this right and a sale with a trial condition or a contract involving a deposit, which permits withdrawal during a cooling-off period. This section elucidates these diverse perspectives, illuminating their critiques before concluding with the most substantiated viewpoint and its rationale.

However, prior to undertaking this analysis, it is imperative to recognise that Islamic jurisprudence has previously established analogous principles in specific cases concerning the right of inspection, which bears resemblance to the right of withdrawal in electronic contracts. Certain manifestations of the right of inspection within Islamic jurisprudence closely parallel the right of withdrawal in electronic contracts. These include:

1. Viewing Through Glass: According to Abu Hanifa, such viewing is insufficient unless the buyer can observe the item without obstruction.¹⁰ However, Muhammad posits that it is sufficient, as glass does not obscure the item's appearance.¹¹ In the case of purchasing oil in a bottle, Abu Hanifa maintains that viewing it through the bottle is inadequate until it is poured into the buyer's hand. Conversely, Muhammad considers it sufficient since glass does not obscure the oil's appearance.¹²
2. Viewing Items in Water: If a fish is visible in water and can be caught without fishing, some scholars argue that the right of inspection is forfeited since the buyer has seen the exact item. Others contend that the right remains valid because objects appear larger in water, signifying that the buyer has not observed the item in its true state.¹³
3. Viewing Through a Mirror: This method does not negate the right of inspection, as the buyer does not see the actual item but rather its reflection. The same principle applies to viewing an object in a photograph, which is akin to viewing it in a mirror and does not necessarily reflect its true condition.¹⁴

Certain jurists in Egypt assert that contracts should be regarded as conditional agreements, a perspective substantiated by Article 265 of the Civil Code:

"An obligation is conditional if its existence or termination depends on a future and uncertain event".

Proponents of this perspective contend that a consumer contract is inherently conditional. In instances where the condition is resolutory, the contract becomes fully effective upon the parties' agreement; however, it subsequently ceases to exist should the consumer exercise their right of withdrawal. Conversely, in cases where the condition is suspensive, the contract remains ineffective until the withdrawal period has elapsed.¹⁵ It is essential to note that a condition represents an external factor imposed by the parties involved in the contract, whereas the right of withdrawal is associated with mutual consent, an element intrinsic to the

¹⁰ Al-Khatib Al-Baghdadi, *Tārīkh Al-Baghdādī*, ed. Mustafa Abdul Qadir 'Ata (Beirut: Dar al Kutub al Ilmiyah, 1965); Muhammad Abū Zahrah, *Muhammad Abū Zahrah Abū Hanīfah Hayātuhu Wa Aḥluhi Arā'uhu Wa Fiqhuhu*, Second (Beirut: Dar al-Fikr al-Araby, 1945).

¹¹ Shamsu al-Dīn Al-Dzahabī, *Manāqib Al-Imām Abī Khanīfah Wa Shāhibaihi Abī Yūsuf Wa Muhammad Ibn Al-Khasani*, ed. Muhammad Zāhid al-Kausar, 3rd ed. (Hindi: Lajnah Ihyā al-Ma'ārif al-Nu'māniyyah, 1987).

¹² 'Alā al-Uddīn Al-Samarqandī, *Tukhfatu Al-Fuqahā* (Bairut: Dār al-Kutub al- 'Ilmiyyah, 2009).

¹³ Zainu al-Dīn ibn Najīm, *Al-Baḥru Al-Rāiq Sharhu Kanzu Al-Daqāiq*, ed. Ahmad Izzah 'Ināyah al-Dimasqī, 2 Vol. 2 (Bairut: Dār Ihyā at-Turāth al-Arabī, 2010) pp. 88.

¹⁴ Ibn Al-Hummām, *Sharhu Fatkhul Al-Qadīr*, ed. 'Abdul Razāq Ghālib al-Mahdī, 1st ed. (Bairut: Dār al-Kutub al- 'Ilmiyyah, 2003).

¹⁵ Samīr 'Abdu al-Said Tanāghū, *Ahkām Al-Itizām Wa Al-Itbāt*, 1st ed. (Iskandariyyah: Maktabatu al-Wafā al-Qānūniyyah, 2009).

contract itself.¹⁶ This interpretation appears to conflict with Article 267 of the Egyptian Civil Code, which states:

“An obligation does not exist if it is subject to a suspensive condition that depends solely on the obligor’s will”.¹⁷

Certain legal scholars in Egypt contend that contracts represent a progressive development within the legal framework. They argue that consumer contracts are not concluded instantaneously but rather progress through a period of reflection, commencing with acceptance and culminating in the expiration of the withdrawal period.¹⁸ During this interval, the contract remains in formation. However, this perspective presents certain disadvantages, as progressive contract formation is applicable solely to the precontractual phase. In the context of consumer contracts, both parties may have already fulfilled their obligations (e.g., payment and delivery), thereby rendering this theory inapplicable. The notion that there exist two levels of consent—initial and final—is illogical and contradicts both the reality of contractual relationships and the intentions of the parties involved.¹⁹ This comparative analysis demonstrates that Islamic jurisprudence has anticipated contemporary consumer protection principles, particularly in acknowledging the necessity for a period of reconsideration in transactions.

Another opinion articulated by an Egyptian jurist posits that the contract of sale is predicated on a trial condition. This concept pertains to a sale in which the buyer is granted the right to either accept or reject the purchased item following a trial period. Such a sale allows the buyer to evaluate the item in order to ascertain its suitability for its intended purpose. Some scholars contend that the right of withdrawal is fundamentally grounded in the notion of a sale with a trial condition, as the consumer is effectively engaged in a trial phase during the withdrawal period, testing and utilising the product. At the conclusion of this trial period, and within the legally designated timeframe for withdrawal, the consumer retains the right to either accept or reject the purchased item.²⁰

Article 421 of the Egyptian Civil Code explicitly recognises the concept of sale subject to a trial condition. Clause two of the article states:

“A sale with a trial condition shall be considered as a sale subject to a suspensive condition, which is the acceptance of the item, unless it is evident from the agreement or circumstances that the sale is subject to a resolutive condition”.

However, the withdrawal period afforded to consumers is not intended for the assessment of the appropriateness of the item for its intended purpose, as is the case in sales

¹⁶ Heba Habib, “Consumer Protection in Ecommerce: A Case Study of Egypt” (American University in Cairo, 2021), <https://fount.aucegypt.edu/etds>.

¹⁷ “Court of Cassation Ruling No. 2752 of the Year 75” (2013).

¹⁸ Shams Elmallah, “The Impact of the Egyptian Competition Law on Price Fixing Agreements and Consumer Welfare in Egypt,” *Coventry Law Journal* 26, no. 1 (2021): 79–92, <https://publications.coventry.ac.uk/index.php/clj/article/view/853/913>.

¹⁹ Saeideh Bagheri Asl et al., “The Nature of Withdrawal Right in Electronic Contracts,” *Journal of Studies in Islamic Law & Jurisprudence* 9, no. 17 (2017), <https://doi.org/10.22075/feqh.2017.11848.1193>.

²⁰ Saeed Sharafoddin Tabatabai, Seyed Mohsen Razmi, and Mostafa Rajaeipoor, “Seller and Buyer Obligations and Guarantee of Its Implementation in the Trade Law of Iran and Egypt,” *Propósitos y Representaciones* 8, no. SPE3 (2021), <https://doi.org/10.20511/pyr2021.v9nSPE3.1120>.

conducted under a trial condition.²¹ The right of withdrawal is discretionary, allowing consumers to exercise this right within the stipulated timeframe without the necessity for justification or the imposition of judicial scrutiny. In contrast, in sales conducted under a trial condition, the consumer's rejection of the item is subject to judicial review, thereby ensuring that the rejection is not arbitrary.²²

In addition to the aforementioned points, perspectives exist among Egyptian legal scholars regarding purchase contracts that incorporate an earnest money (down payment) model. Once a contract is validly concluded, neither party is generally permitted to unilaterally withdraw from it without mutual consent. However, an exception arises in instances where a contract includes an earnest money clause. The term "earnest money" denotes a sum of money paid by one party to the other at the time of contract formation, particularly in contexts such as sales and leases. This payment serves as an indication of the seriousness of the contract and functions as a safeguard against unilateral withdrawal.²³ According to this framework, the right of withdrawal is predicated on the concept of contracts involving earnest money, as both scenarios afford the contracting party an additional period for consideration and allow for unilateral exercise without necessitating the consent of the other party or judicial intervention.²⁴ This concept is addressed in Article 103 of the Egyptian Civil Code, which states:

1. Payment of earnest money at the time of contract formation implies that each party has the right to withdraw from the contract unless agreed otherwise.
2. If the party who paid the earnest money withdraws, they forfeit it. If the party who received the earnest money withdraws, they must return double the amount, even if no damage results from the withdrawal.

However, comparing the right of withdrawal to contracts involving earnest money presents significant challenges, as the same principles cannot be uniformly applied. The right of withdrawal is a mandatory legal provision and a component of public policy, indicating that it cannot be contravened by agreement. In contrast, contracts involving earnest money are governed by discretionary rules that the parties may modify through mutual consent. The classification of a sum paid as either earnest money or part of the final price is contingent upon the intent of the contracting parties, which is subject to judicial interpretation based on the specific circumstances of the case.²⁵

Regarding the latter, proponents of the concept of a non-binding contract argue that the foundation of the right of withdrawal is rooted in the notion that contracts concluded via the internet are non-binding for the consumer. This perspective posits that the consumer is afforded a legally defined period during which they may unilaterally withdraw from the contract without requiring the consent of the other party. Despite being valid and enforceable,

²¹ Habib, "Consumer Protection in Ecommerce: A Case Study of Egypt."

²² Sharafoddin Tabatabai, Mohsen Razmi, and Rajaeipoor, "Seller and Buyer Obligations and Guarantee of Its Implementation in the Trade Law of Iran and Egypt."

²³ Laita Ibtihal Fares, Abdellah Marghich, and Mohamed Habachi, "Urbūn (Earnest Money): Legal Framework in Islamic and Positive Law and Comparison with the Call Option Contract," *Arab Law Quarterly* 34, no. 3 (2020): 209–40, <https://doi.org/https://doi.org/10.1163/15730255-14030066>.

²⁴ Fares, Marghich, and Habachi.

²⁵ "Court of Cassation Ruling No. 2388 of the Year 71" (2003).

the contract may occasionally permit one or both parties to rescind or terminate it unilaterally under statutory or contractual provisions.²⁶

This concept diverges from the general principle that contracts are binding upon their conclusion. However, in consumer contracts, the law suspends the enforceability of the contract until the withdrawal period has elapsed. Should the consumer fail to exercise the right of withdrawal within this timeframe, the contract becomes fully binding. Conversely, if the consumer chooses to withdraw, the contract is rendered null and void.²⁷

This principle can be observed in other legal contexts, such as wills, where the act is legally recognised but only takes effect upon the testator's death. Thus, proponents of this view differentiate between the formation of a contract and the activation of its enforceability as the legal basis for the right of withdrawal.²⁸

However, critics argue that this approach is inadequate, as the right of withdrawal possesses distinct legal characteristics that differentiate it from non-binding contracts. Notably, the right of withdrawal is discretionary in nature, allowing consumers complete freedom to terminate the contract without the need to provide a reason. Furthermore, exercising the right of withdrawal does not impose any financial obligation on the consumer to compensate the seller. Although some stakeholders propose that the withdrawing party should offer financial compensation to maintain the balance of the contract, contemporary legal frameworks generally reject this notion. The rationale behind this rejection is that imposing any financial obligations, even in minimal amounts, may deter consumers from exercising their right of withdrawal, thereby undermining the intended purpose of this protective legal measure.²⁹

Given the strengths and weaknesses of the aforementioned arguments, this article posits that none of the previously mentioned approaches provide a fully adequate foundation for the right of cancellation as delineated in consumer protection law. While the concept of a non-binding contract may serve as a basis for the right of withdrawal in general contract law, it fails to adequately justify the consumer's right of withdrawal, which is a specific legal protection enshrined in consumer protection law.

The legal basis for the right of withdrawal is explicitly articulated in Egypt's Consumer Protection Law No. 181 of 2018 and Executive Regulation No. 822 of 2019. These laws confer upon consumers the right to withdraw from contracts within a specified timeframe as a legislative measure designed to protect vulnerable consumers. The legislation presumes that consumers frequently enter into contracts without sufficient consideration due to coercive pressures exerted by suppliers or professionals. Consequently, the inclusion of the right to cancel a contract aims to shield consumers from deceptive or misleading sales tactics. As a result, consumers are unable to waive their right of withdrawal under the law, as this protection is established by statute and serves a broader public policy objective.³⁰

²⁶ Charles Fried, *Contract as Promise: A Theory of Contractual Obligation* (Oxford University Press USA, 2015).

²⁷ Abdullah Deeb Abdullah Mahmoud, "Consumer Protection in Electronic Contracting Comparative Study" (Najah National University, 2009), <https://repository.najah.edu/server/api/core/bitstreams/a7aeb8e3-b880-4990-a257-dc08b47f0058/content>.

²⁸ Habib, "Consumer Protection in Ecommerce: A Case Study of Egypt."

²⁹ Josep Maria Bech Serrat, "Right of Withdrawal BT - Selling Tourism Services at a Distance: An Analysis of the EU Consumer Acquis," ed. Josep Maria Bech Serrat (Berlin, Heidelberg: Springer Berlin Heidelberg, 2012), 101–35, https://doi.org/10.1007/978-3-642-27887-7_3.

³⁰ Reinhard Steennot, "The Right of Withdrawal under the Consumer Rights Directive as a Tool to Protect Consumers Concluding a Distance Contract," *Computer Law & Security Review* 29, no. 2 (April 2013): 105–19, <https://doi.org/10.1016/j.clsr.2013.01.005>.

The nature of the right of withdrawal in Islamic jurisprudence and legal frameworks

Islamic jurisprudence and legal scholars have engaged in extensive debate regarding the nature of the right of withdrawal. Within the framework of Islamic jurisprudence, the right of withdrawal is categorised under the concept of option (*khiyār*). However, some legal scholars contend that it should be regarded as a real right (*haqu al-‘ayni*), as it confers upon its holder the authority to either enforce or revoke a contract. This right imposes a general duty on others to respect the holder's entitlement and to refrain from interfering with their exercise of it.³¹ Furthermore, the consumer does not exercise control over the object in terms of disposition or utilisation; consequently, the right of withdrawal cannot be classified as a real right.³²

The right of withdrawal under Egyptian law is classified as a special right. Withdrawal is neither an absolute freedom nor a discretionary licence. It is not categorised as a real or personal right but is instead defined as a specific right established by law, accompanied by particular regulations. The Egyptian Consumer Protection Law explicitly acknowledges the right of withdrawal as a consumer right, albeit subject to certain conditions.³³ This right is articulated in Article 17 of the Consumer Protection Law.

“Consumers possess the right to exchange or return goods and obtain a refund of their monetary value without the necessity of providing justification or incurring any associated costs within a period of fourteen days from the date of receipt of the goods. This provision is not intended to detract from any warranties or superior legal or contractual rights afforded to the consumer”.

Similarly, Article 14 of the Executive Regulations pertaining to the Consumer Protection Law stipulates the following:

“The supplier is mandated to display a notice, issued by the relevant authority and bearing an official reference number, in a conspicuous location within the product display area. This notice must convey the consumer's right to exchange or return goods within 14 days without justification, or within 30 days in the case of defective goods, in accordance with the provisions of this law and its accompanying regulations”.

Consequently, this legal approach embodies the prevailing perspective, as it is explicitly delineated in various provisions of the Consumer Protection Law, thereby unequivocally affirming this right for consumers.

³¹ Soreya Gherbi and Abdelhakim Boudjani, “Sale of Rights in Dispute between Sharia Law and Algerian Law,” *Indonesian Journal of Social Science Research* 5, no. 1 (May 28, 2024): 219–30, <https://doi.org/10.11594/ijssr.05.01.18>.

³² Md Habib ur Rahman, Muhammad Amanullah, and Mohammad Mohiuddin, “Khiyar Al-Majlis (Option of Withdrawal before Parting) in Sale Contract, Contemporary Applications,” *Turkish Journal of Islamic Economics* 4, no. 2 (August 15, 2017): 37–50, <https://doi.org/10.26414/tujise.2017.4.2.37-50>.

³³ Akinfieva, “E-Commerce in the Modern World-Electronic Transactions and Some Challenges and Perspectives: Comparative Analysis of UK, Egypt and South African Legislation.”

The duration and extinction of the right of withdrawal in Islamic jurisprudence and Egyptian law

The discourse on the timing and duration of the right of withdrawal in Islamic jurisprudence centres on three types of contractual options: the option of inspection (*khiyār al-ru'yah*), the option of defect (*khiyār al-'Ayb*), and the stipulated option (*khiyār al-shart*). The duration of the option of inspection permits the buyer to ascertain the suitability of the acquired item upon its examination. Should the buyer consent to the sale prior to inspecting the item, the sale is considered non-binding, and the option remains in effect. Islamic jurists exhibit divergent views regarding the immediacy of the option of inspection; specifically, whether it must be exercised instantaneously or can be deferred. Hanafi scholars contend that this option persists indefinitely until the buyer undertakes an action that effectively nullifies it, even if that process spans a lifetime.³⁴ Conversely, Shafi'i and Hanbali scholars assert that this option must be exercised immediately upon the buyer's observation of the item.³⁵

In addition, regarding the duration of the option of defect, there is no specific timeframe for exercising this option; it remains available as long as the defect is discovered, irrespective of the time that has elapsed. Islamic scholars present three perspectives on the duration of the stipulated option, which includes an unspecified duration. According to Abu Yusuf, Muhammad (Hanafi scholars), and Hanbali scholars, the contracting parties may determine the duration, irrespective of its length, provided it is clearly defined.³⁶ In contrast, Maliki scholars advocate for a customary duration, suggesting that it should be reasonable and dependent on the nature of the goods.³⁷ Furthermore, Abu Hanifa and Shafi'i scholars maintain that the stipulated option must not exceed three days and nights.

Despite these varying durations for the options of inspection, defect, and stipulation, it is imperative that they align with practical necessity and customary trade practices. The inspection period should allow adequate time for verification, while the defect option should be extended due to the inherent nature of defects. Additionally, the stipulated option should be established based on the type of goods and common practice. However, the duration should not be excessively prolonged to the detriment of suppliers or to prevent exploitation by consumers.³⁸

Meanwhile, the term of the right of withdrawal in civil law in Egypt varies based on the type of contract. This includes loan contracts, wherein a borrower may return the loaned item at any time before the agreed-upon term concludes, unless such action causes harm to the lender (Article 643, Paragraph 3). Additionally, in the context of gift contracts, a donor may revoke a gift at any time, provided that the recipient consents (Article 500). Furthermore, in loan agreements with interest, the borrower has six months to declare their intention to repay the loan early, with repayment to be completed within an additional six months. However, the lender is prohibited from imposing any penalties or additional charges for early repayment (Article 544).

³⁴ Shaikh Mahmood Ibn Mazah Al Bukhari, *Al-Muḥiṭ Al-Burhānī Fī Al-Fiqh Al-Nu 'mānī*, Vol. 6 (Beirut: Dar al-Kutub al-ilmiyyah, 2004).

³⁵ Shihāb al-Dīn Aḥmad ibn Aḥmad Qalyūbī, *Hāshiyat Al-Qalyūbī 'alā Sharḥ Al-Maḥallī 'alā Al-Waraqāt Fī Al-Uṣūl*, Vol. 2 (Beirut: Dar al-Fikr, 1995).

³⁶ al-Imām Burhan al-Dīn Abī al-Hasan Alī ibn Bakar Al-Marghinānī, *Al-Hidāyah Fī Sharḥ Bidayat Al-Mubtadī*, Vol. 3 (Beirut: Dār Ihyā at-Turāts al-Arabī, 1996).

³⁷ Muhammad ibn Ahmad ibn 'Arafah Al-Dasūqī, *Hāshiyat Al-Dasūqī 'alā Al-Sharḥ Al-Kabīr*, Vo. 3 (Beirut: Dar al-Fikr, n.d.).

³⁸ Abū Ishaq Al-Shīrāzī, *Al-Muḥadḍhab Fī Fiqh Al-Imām Al-Shāfi'i*, Vol. 1 (Beirut: Dār al-Kutub al-'Ilmiyyah, 2008).

Furthermore, the duration of the right of withdrawal as stipulated in the Egyptian Consumer Protection Law varies depending on the grounds for withdrawal, ranging from 14 to 30 days. This legal framework is founded on the following articles:

1. Unconditional Withdrawal (No Justification Required):

Consumers hold the right to return goods within 14 days of receipt without the obligation to provide any justification and without incurring any costs (Article 17 of Law No. 181 of 2018).

The same 14-day period is applicable to contracts entered into under the timeshare system (Article 32).

In the context of remote (online) contracts, consumers are also afforded a 14-day timeframe to withdraw from the agreement (Article 40).

2. Withdrawal Due to Defects:

In circumstances where the product is identified as defective, non-compliant with specifications, or unsuitable for its intended purpose, consumers are entitled to return or exchange the product within 30 days from the date of receipt (Article 21).

3. Withdrawal in the Event of Recurrent Defects:

If the product demonstrates the same defect more than twice within the first year, the consumer is entitled to return it without being subject to the limitations imposed by the 14-day or 30-day periods.

The defect must significantly impact the functionality of the product. Consequently, the supplier is obliged to either replace the product with a new one or issue a full refund (Article 24).

The executive regulations of the law (Article 19) substantiate this provision by stipulating that suppliers are required to replace defective products or issue refunds to consumers in cases where the defect recurs more than twice within the first year.³⁹

Factors contributing to the forfeiture of the right to withdraw in Egyptian law

The Egyptian legislator has instituted exemptions from the application of the right to withdraw in various instances. This is primarily attributable to the low financial value of the item, the brief duration of the contract, or the inherent characteristics of the product (such as perishable goods or items subject to price fluctuations). The legal provisions pertaining to these exceptions are articulated as follows.⁴⁰

The Egyptian Civil Code delineates specific circumstances under which the right of withdrawal is not permitted. For instance, Article 502 stipulates that the right to revoke a donation is forfeited in the following scenarios:

- If the donated item has appreciated in value due to inherent improvements, the right to revoke the donation is reinstated should the increase in value dissipate.
- In the event that either party to the donation contract has deceased.
- If the recipient has permanently disposed of the donated item. In instances where only a portion of the item has been disposed of, the donor retains the right to revoke the remaining portion.
- If the donation occurred between spouses, irrespective of the dissolution of the marriage.

³⁹ Mohie Eldin I. Alam Eldin, "Articles of the Egyptian Civil Code (No. 131 of 1948) Relating to the Contracts: Obligations or Personal Rights," in *Arbitral Awards of the Cairo Regional Centre for International Commercial Arbitration* (BRILL, 2000), 249–58, https://doi.org/10.1163/9789004479906_047.

⁴⁰ Eldin Article 502.

- If the donation was made to a close blood relative.
- If the item was destroyed while in the possession of the recipient, regardless of whether such destruction was due to their actions, an external accident, or normal use. If only a part of the item is destroyed, the donor retains the right to revoke the remaining portion.
- If the recipient provided compensation for the donation.
- If the donation was made for charitable purposes or a noble cause.

In these instances, the donor forfeits the right to revoke the donation, alongside other types of contracts.

Nevertheless, article 17 of the Consumer Protection Law enumerates cases wherein consumers are prohibited from exercising their right to withdraw:⁴¹

- If the nature of the product precludes its return or exchange (e.g., unpackaged food and hygiene products).
- If the product is perishable.
- If the product is no longer in its original condition due to actions taken by the consumer.
- If the product was customised to the consumer's specifications and conforms to those specifications.
- In the case of books, newspapers, magazines, software, and similar items.

Furthermore, article 13 of the executive regulations introduces two additional scenarios. The law permits the inclusion of supplementary cases in its executive regulations such as jewellery and other valuable items, as well as undergarments and wedding dresses, once their packaging has been removed.

In addition, the laws of Egypt also provide for the forfeiture of the right to withdraw from a service contract, as outlined in Article 41 of the Consumer Protection Law, which asserts that a consumer's right to withdraw from a service contract is forfeited under the following circumstances:

- If the service has been fully utilised prior to the withdrawal deadline.
- If the service was specifically requested by the consumer (customised orders).
- If the contract encompasses digital content (videos, CDs, printed materials) and the consumer has removed the packaging.
- If the product was damaged due to improper handling by the consumer.
- If withdrawal contradicts the nature of the product, commercial customs, or constitutes an abuse of the right.

The executive regulations (Article 26) further clarify that products such as perishable goods, cosmetics, and jewellery fall under this provision. The rationale behind these restrictions is that permitting withdrawal in such scenarios would inflict direct harm on the supplier, which contravenes the principles of civil law.⁴²

The Egyptian e-commerce law delineates the circumstances under which a consumer's right to withdraw from a purchase is forfeited. These circumstances include: if the nature, characteristics, packaging, or wrapping of the goods precludes their return or exchange; if the goods are perishable; if the goods have been altered from their original condition due to the consumer's actions; if the goods are custom-made according to the consumer's specifications and conform to those specifications; and for items such as books, newspapers, magazines,

⁴¹ "Consumer Protection New Law Issued by Law No. 181 of Year 2018" (2018), <https://www.africa-laws.org/Egypt/Consumer Law/Law No. 181 of 2018 on Consumer Protection.pdf>.

⁴² Consumer Protection New Law issued by Law No. 181 of year 2018.

software, and similar products, as well as jewellery, precious stones, and similar items, and underwear and wedding dresses, if their packaging has been opened.

An examination of Islamic law in relation to the Egyptian legal framework governing e-contract withdrawal and consumer protection

In examining the Egyptian legal framework on consumer protection within the context of e-contract withdrawal, it becomes evident that Egyptian law has progressively incorporated principles of consumer rights into the digital sphere. The Consumer Protection Law No. 181/2018 and its executive regulations introduced in 2020 have made commendable strides in aligning Egypt's e-commerce landscape with international standards. Notably, Article 36 of the executive regulation grants consumers the right to withdraw within 14 days of an online transaction, a provision that reflects the overarching philosophy of fairness in contract law.

However, when assessing this legal mechanism through the lens of Islamic jurisprudence (*fiqh*)—particularly the doctrine of option (*khiyār*)—a deeper normative evaluation emerges. Islamic law, rooted in objectives of sharia (*maqashid sharia*), particularly emphasises the protection of wealth (*hifz al-māl*) and the prevention of harm (*daf' al-ḍarar*), upholding several types of *khiyār* that are directly relevant to the context of consumer protection in e-commerce.⁴³

The Islamic principles of stipulated option (*khiyār al-Shart*) and option due to defect (*khiyār al-'Ayb*) offer mechanisms for a buyer to withdraw from a transaction if specific conditions are not fulfilled or if a defect is identified. These concepts resonate within Egypt's withdrawal rights, although they are not explicitly anchored in Islamic legal terminology or theory. While Egyptian law does not directly reference *khiyār*, the functional parallels imply an implicit integration. For instance:

1. The 14-day withdrawal rule resembles *khiyār al-Shart*, wherein a time-bound withdrawal right is established.
2. Consumer protection against misleading advertisements or defective goods correlates with option for fraud and misrepresentation (*khiyār al-Ghabn wa al-Tadlīs*).

However, the application of these principles in Egyptian law appears to be secularised, with a limited jurisprudential connection to their Islamic origins. This disconnection may undermine the culturally and religiously grounded authority that such provisions could possess in a predominantly Muslim society.⁴⁴

The Egyptian legal framework aims to establish a degree of equilibrium between sellers and buyers by mandating transparency, fair return policies, and clearly defined contractual obligations. Nevertheless, several challenges persist:

1. Weak enforceability in cross-border digital transactions.
2. Digital illiteracy among certain consumer demographics, which limits the effective utilisation of rights.
3. Limited public awareness of consumer rights under the new legislation.

These deficiencies stand in contrast to the Islamic tradition of transactions involving excessive uncertainty (*bay' fihī ghurar*), which prohibits such practices, emphasising that

⁴³ Prime Minister of Egypt, "Prime Minister's Decree No. 822 of 2019, Egypt Issuing Executive Regulations of Consumer Protection Law No. 181 of 2018" (2019).

⁴⁴ Mahmoud Fayyad, "Measures of the Principle of Good Faith in European Consumer Protection and Islamic Law, a Comparative Analysis," *Arab Law Quarterly* 28, no. 3 (2014): 205–30, <https://doi.org/https://doi.org/10.1163/15730255-12341283>.

transparency and knowledge of the subject matter are prerequisites for a valid contract (*ṣaḥīḥ*).⁴⁵

This article confirms that Islamic jurisprudence has long supported consumer protection mechanisms through *khiyār*, as noted in the works of Imam Malik, Imam Abu Hanifa, and Imam Shafi'i. The fiqh texts discuss scenarios involving unjust sales, lack of consent, misrepresentation, and defective goods—issues that are directly relevant to modern digital commerce. In this context, while Egyptian law upholds withdrawal rights through statutory language, Islamic law embeds these rights more deeply within the ethical and transactional spirit of contracts, emphasising fairness, clarity, and mutual consent. Notably, Al-Suyuti in *al-Ashbah wa al-Naza'ir* and Ibn Qudamah in *al-Mughni* have both highlighted the flexibility afforded to consumers in reversing unjust or flawed sales, a point that is particularly relevant in e-commerce where the buyer often cannot inspect the product prior to purchase.⁴⁶

Therefore, this study emphasises the need for legal discourse in Egypt to implicit *khiyār* in secular law. While Egypt's consumer protection law reflects the practical effects of Islamic *khiyār*, it lacks doctrinal acknowledgment. Integrating fiqh-based terminology could enhance public trust and legal legitimacy within Islamic contexts. In addition, maqashid-driven e-commerce law could benefit from alignment with maqashid sharia, particularly concerning the protection of property and the prevention of fraud in digital marketplaces. Furthermore, digital *gharar* and risk mitigation indicate that the prevalence of *gharar* in e-contracts (due to a lack of inspection or clarity) can be countered more effectively if Islamic legal mechanisms such as *khiyār al-'ayb* are formally integrated. Lastly, restorative balance in Islamic jurisprudence ensures not only a right to withdraw but also a moral duty on the seller to uphold transparency. Egyptian law could enhance consumer obligations alongside rights to restore commercial ethics.

The analysis of this study recommends that the Egyptian government incorporate Fiqh terminology into legislative texts, where appropriate, particularly in consumer contracts and e-commerce regulations, in order to reflect Egypt's Islamic legal heritage. It is advisable to develop a dual-system legal commentary on consumer rights in Egypt—one grounded in statutory law and the other in Islamic jurisprudence—to guide judges, scholars, and legal practitioners. Furthermore, it is essential to launch public legal education campaigns in collaboration with Islamic scholars to raise awareness about *khiyār* and consumer rights in the context of online transactions. Additionally, there should be encouragement for further academic research on the convergence of Islamic commercial ethics and modern e-commerce regulations to address the existing gaps in legal theory and practice.

Conclusion

The findings of this study reveal a substantial degree of compatibility between the modern Egyptian legal framework and Islamic legal doctrines. The study confirms that both systems provide mechanisms to protect consumers—particularly as the weaker contractual party—by allowing withdrawal under specific conditions. Egyptian law, through Consumer Protection Law No. 181 of 2018 and its Executive Regulations, offers a 14-day withdrawal period, which aligns with the functional objectives of Islamic options (*khiyār*), even if such provisions are not explicitly referenced in Islamic legal terminology.

⁴⁵ Habib, "Consumer Protection in Ecommerce: A Case Study of Egypt."

⁴⁶ ur Rahman, Amanullah, and Mohiuddin, "Khiyar Al-Majlis (Option of Withdrawal before Parting) in Sale Contract, Contemporary Applications."

One of the key outcomes of this research is the identification of an implicit integration of Islamic concepts within Egyptian statutory law, particularly with regard to consumer protection and contract fairness. While Islamic law embeds ethical and procedural safeguards within contractual dealings, Egyptian law achieves similar protections through legislative mechanisms, albeit largely secular in formulation. Moreover, the study highlights legal and practical challenges in Egypt's digital consumer environment, including weak cross-border enforcement, digital illiteracy, and limited public awareness. These issues contrast with Islamic jurisprudence, which emphasises clarity (*bayān*), mutual consent, and the prohibition of excessive uncertainty (*gharar*).

This study recommends that the Egyptian government amend the Egyptian Consumer Protection Law—specifically Article 40—to establish a balanced cost-sharing mechanism for product returns in cross-border transactions. In addition, public legal awareness campaigns should be launched to inform consumers about their withdrawal rights and legal remedies in e-commerce. Furthermore, judicial training should be enhanced to better equip judges and legal professionals in applying Islamic jurisprudential analogies in digital contract disputes.

For future research, scholars are encouraged to develop legislative models that integrate classical fiqh principles with contemporary digital realities, focusing on areas such as fintech, online dispute resolution, and smart contracts. Comparative studies involving other OIC countries could further illuminate how different legal systems approach the challenge of protecting consumers in the digital marketplace while remaining faithful to Islamic legal heritage.

References

- Ahmar, Perihan El, Giles Oatley, and Passant Tantawi. "Government Regulations and Online Shopping Behaviour: An Exploratory Study on Egyptian Online Shopping Consumers." *The Business and Management Review* 7, no. 2 (2016): 134–45. <http://researchrepository.murdoch.edu.au/id/eprint/36079/1/BMR96779.pdf>.
- Akinfiyeva, Yulia Vladimirovna. "E-Commerce in the Modern World-Electronic Transactions and Some Challenges and Perspectives: Comparative Analysis of UK, Egypt and South African Legislation." University of Liverpool, 2018. https://youssrysaleh.com/wp-content/uploads/2019/02/E-Commerce-Challenges_Final-Version_LLM_Thesis_Yulia-Akinfiyeva.pdf.
- Al-Baghdadi, Al-Khatib. *Tārīkh Al-Baghdādī*. Edited by Mustafa Abdul Qadir 'Ata. Beirut: Dar al Kutub al Ilmiyah, 1965.
- Al-Dasuqi, Muhammad ibn Ahmad ibn 'Arafah. *Hâshiyat Al-Dasuqî 'alâ Al-Sharh Al-Kabîr*. Vol. 3. Beirut: Dar al-Fikr, n.d.
- Al-Dzahabî, Shamsu al-Dîn. *Manâqib Al-Imâm Abî Khanîfah Wa Shâhibaihi Abî Yûsuf Wa Muhammad Ibn Al-Khasani*. Edited by Muhammad Zâhid al-Kausar. 3rd ed. Hindi: Lajnah Ihyâ al-Ma'ârif al-Nu'mâniyyah, 1987.
- Al-Hummâm, Ibn. *Sharhu Fatkhul Al-Qadîr*. Edited by 'Abdul Razâq Ghâlib al-Mahdî. 1st ed. Bairut: Dâr al-Kutub al-'Ilmiyyah, 2003.
- Al-Marghinâni, al-Imâm Burhan al-Dîn Abî al-Hasan Alî ibn Bakar. *Al-Hidâyah Fî Sharh Bidayat Al-Mubtadî*. Vol. 3. Beirut: Dâr Ihyâ at-Turâts al-Arabî, 1996.
- Al-Samarqandî, 'Alâ al-Uddîn. *Tukhfatu Al-Fuqahâ*. Bairut: Dâr al-Kutub al-'Ilmiyyah, 2009.
- Al-Shîrâzî, Abû Ishaq. *Al-Muhadhdhab Fî Fiqh Al-Imâm Al-Shâfi'î*. Vol. 1. Beirut: Dâr al-Kutub al-'Ilmiyyah, 2008.
- Asl, Saeideh Bagheri, Heydar Bagheri Asl, Nasser Masoudi, and Ebrahim Shoarian Sattari.

- "The Nature of Withdrawal Right in Electronic Contracts." *Journal of Studies in Islamic Law & Jurisprudence* 9, no. 17 (2017). <https://doi.org/10.22075/feqh.2017.11848.1193>.
- Bukhari, Shaikh Mahmood Ibn Mazah Al. *Al-Muḥiṭ Al-Burhānī Fī Al-Fiqh Al-Nu'mānī*. Vol. 6. Beirut: Dar al-Kutub al-ilmiyyah, 2004.
- Consumer Protection New Law issued by Law No. 181 of year 2018 (2018). <https://www.africa-laws.org/Egypt/Consumer Law/Law No. 181 of 2018 on Consumer Protection.pdf>.
- Court of Cassation Ruling No. 2388 of the Year 71 (2003).
- Court of Cassation Ruling No. 2752 of the Year 75 (2013).
- Egypt, Central Bank of. "Annual Report 2022/2023." Egypt, 2023. https://www.cbe.org.eg/-/media/project/cbe/listing/research/annual-report/annual-report-2022-2023_-en.pdf.
- Egypt, Prime Minister of. Prime Minister's Decree No. 822 of 2019, Egypt issuing Executive Regulations of Consumer Protection Law No. 181 of 2018 (2019).
- Eldin, Mohie Eldin I. Alam. "Articles of the Egyptian Civil Code (No. 131 of 1948) Relating to the Contracts: Obligations or Personal Rights." In *Arbitral Awards of the Cairo Regional Centre for International Commercial Arbitration*, 249–58. BRILL, 2000. https://doi.org/10.1163/9789004479906_047.
- Elfakharani, Ashraf M. A. "Evaluation and Comparison of the Electronic Contract in the Context of Legislations in Egypt and Saudi Arabia: An Explanatory Study." *Law and Humanities Quarterly Reviews* 1, no. 2 (June 30, 2022). <https://doi.org/10.31014/aior.1996.01.02.7>.
- Elmallah, Shams. "The Impact of the Egyptian Competition Law on Price Fixing Agreements and Consumer Welfare in Egypt." *Coventry Law Journal* 26, no. 1 (2021): 79–92. <https://publications.coventry.ac.uk/index.php/clj/article/view/853/913>.
- Elsaeed, Mahmoud, Ahmed Elsamadicy, Eiman Negm, and Hazem Rasheed. "Analyzing The Factors Affecting Online Trust in B2C E-Commerce and Its Impact on Purchase Intention in Egypt." *The Academic Journal of Contemporary Commercial Research* 4, no. 1 (March 1, 2024): 45–63. <https://doi.org/10.21608/ajccr.2024.220959.1072>.
- Fares, Laita Ibtihal, Abdellah Marghich, and Mohamed Habachi. "Urbūn (Earnest Money): Legal Framework in Islamic and Positive Law and Comparison with the Call Option Contract." *Arab Law Quarterly* 34, no. 3 (2020): 209–40. <https://doi.org/https://doi.org/10.1163/15730255-14030066>.
- Fayyad, Mahmoud. "Measures of the Principle of Good Faith in European Consumer Protection and Islamic Law, a Comparative Analysis." *Arab Law Quarterly* 28, no. 3 (2014): 205–30. <https://doi.org/https://doi.org/10.1163/15730255-12341283>.
- Fried, Charles. *Contract as Promise: A Theory of Contractual Obligation*. Oxford University Press USA, 2015.
- Gherbi, Soreya, and Abdelhakim Boudjani. "Sale of Rights in Dispute between Sharia Law and Algerian Law." *Indonesian Journal of Social Science Research* 5, no. 1 (May 28, 2024): 219–30. <https://doi.org/10.11594/ijssr.05.01.18>.
- Habib, Heba. "Consumer Protection in Ecommerce: A Case Study of Egypt." American University in Cairo, 2021. <https://fount.aucegypt.edu/etds>.
- Hafez, Lobna, Eman Elakkad, and Mohamed Gamil. "A Study on the Impact of Logistics Service Quality on the Satisfaction and Loyalty of E-Shoppers in Egypt." *Open Journal of Business and Management* 09, no. 05 (2021): 2464–78. <https://doi.org/10.4236/ojbm.2021.95133>.
- Ibrahim, Wael. "Incorporation of Public Interest in Egyptian Contract Law: A Critical Review of Sixty Years of the Sanhuri Civil Codereview of Sixty Years of the Sanhuri Civil

- Code." American University in Cairo, 2008.
- Kamel, Sherif. "The Role of Digital Transformation in Development in Egypt." *Journal of Internet and E-Business Studies*, July 2, 2021, 1–10. <https://doi.org/10.5171/2021.911090>.
- M. Saleh, Eslam. "An Overview Of The Consumer Protection Agency In Egypt." *SSRN Electronic Journal*, 2021. <https://doi.org/10.2139/ssrn.3764047>.
- Mahmoud, Abdullah Deeb Abdullah. "Consumer Protection in Electronic Contracting Comparative Study." Najah National University, 2009. <https://repository.najah.edu/server/api/core/bitstreams/a7aeb8e3-b880-4990-a257-dc08b47f0058/content>.
- Qalyūbī, Shihāb al-Dīn Aḥmad ibn Aḥmad. *Hāshiyat Al-Qalyubī 'alā Sharḥ Al-Maḥallī 'alā Al-Waraqāt Fī Al-Uṣūl*. Vol. 2. Beirut: Dar al-Fikr, 1995.
- Serrat, Josep Maria Bech. "Right of Withdrawal BT - Selling Tourism Services at a Distance: An Analysis of the EU Consumer Acquis." edited by Josep Maria Bech Serrat, 101–35. Berlin, Heidelberg: Springer Berlin Heidelberg, 2012. https://doi.org/10.1007/978-3-642-27887-7_3.
- Sharafoddin Tabatabai, Saeed, Seyed Mohsen Razmi, and Mostafa Rajaeipoor. "Seller and Buyer Obligations and Guarantee of Its Implementation in the Trade Law of Iran and Egypt." *Propósitos y Representaciones* 8, no. SPE3 (2021). <https://doi.org/10.20511/pyr2021.v9nSPE3.1120>.
- Steennot, Reinhard. "The Right of Withdrawal under the Consumer Rights Directive as a Tool to Protect Consumers Concluding a Distance Contract." *Computer Law & Security Review* 29, no. 2 (April 2013): 105–19. <https://doi.org/10.1016/j.clsr.2013.01.005>.
- Tanāghū, Samīr 'Abdu al-Said. *Ahkām Al-Itizām Wa Al-Itsbat*. 1st ed. Iskandariyyah: Maktabatu al-Wafā al-Qānūniyyah, 2009.
- ur Rahman, Md Habib, Muhammad Amanullah, and Mohammad Mohiuddin. "Khiyar Al-Majlis (Option of Withdrawal before Parting) in Sale Contract, Contemporary Applications." *Turkish Journal of Islamic Economics* 4, no. 2 (August 15, 2017): 37–50. <https://doi.org/10.26414/tujise.2017.4.2.37-50>.
- Zahrah, Muhammad Abū. *Muhammad Abū Zahrah Abū Hanīfah Hayātuhu Wa Aḥluhi Arāuḥu Wa Fiqhuhu*. Second. Beirut: Dar al-Fikr al-Araby, 1945.
- Zainu al-Dīn ibn Najīm. *Al-Baḥru Al-Rāiq Sharḥu Kanzu Al-Daqa'iq*. Edited by Ahmad Izzah 'Ināyah al-Dimasqī. 2 Vol. 2. Bairut: Dār Ihyā at-Turāth al-Arabī, 2010.