

# CONSUMER LAW

## Table of Contents

Introduction .....	3
Discussion.....	5
Conclusion.....	7
Reference List.....	9

## Introduction

Salim was a gardener with an orchard and Nogrow Limited was a gardening requisites manufacturer with many retail outlets to sell the products to customers. Salim did visit an outlet of them in March to purchase some fertiliser as he was intending to buy something cheap though he used to buy branded ones always. He checked out the different prices, promotional leaflets of the products on the display along with vividly observing the chemical composition of the different fertilisers. There were some fertilisers for applying in roots and others on leaves whereas Salim sought out help from the sales assistant in the outlet who was merely a young boy and had no such knowledge about the products. The boy suggested the Nogrow Ltd's Apple Gro with 50 OMR that was comparatively cheaper than other brands in the outlet. Salim bought that and signed an invoice that had terms like refund of price in futility of the product to maintain the promised quality whereas the damages cannot exceed the buying price. The claims against the company ought to be made within 21 days after purchase and the company does not undertake the suitability of sold goods in particular purposes. Salim did not read the invoice before signing it as the fertiliser instruction said to spray of leaves on June and July with dosage rates. Salim followed that on a dry day but all of a sudden a heavy rainstorm washed away fertiliser on the night before it could work. There was no instruction to manage this kind of situation in the manual whereas the fertiliser applied to tree roots were not washed away. Salim used to win prizes in horticulture show but the newly grown apple in those trees were very sour and small too and it prevented Salim to sell those to local greengrocer or to exhibit them in the show. Salim intends to sue the Nogrow Ltd to get compensation for his loss along with the price of the fertiliser. He also wants to include the loss of profit for not participating the show or not selling the fruits. On the other hand, Nogrow Limited completely turns down any liability and they are arguing with their defence through the invoice terms to eradicate every kind of liability more than the paid price by the customer for a product.

The objective of this essay is to analyse the consumer law of the Sultanate of Oman along with vivid description of the legal meaning. Apart from that, this essay has another objective of analysing the case of Salim in context of the legal guidelines of sale of goods and the protection of the customers in Omani legal spectrum. The essay will impose sheer focus to elucidate the different availability of rights for Salim as a consumer in the legal guidelines. In addition to that, this essay also will depict the probable availability of the legal measurements for Salim to take against the Nogrow Ltd to get succinct compensation. The essay will also deal with providing advises to Salim to identify the existence of breach of contract based on the implied terms as per the statutes of the Sultanate of Oman.

The consumer law of Oman focuses on protecting the customers from the unfair and predatory practices by the business organisations. This kind of law safeguards the customers from the unscrupulous process of business operations as the legal guidelines focus on the requirement of compliance of the business operations with the consumer laws of the Sultanate of Oman. The consumer protection law of Oman intends to protect the customers for promoting the fairness and equality of the business to save the customers from illegal and unethical business activities (Omanlawblog.curtis.com, 2018). The consumer law also fosters customer protection from the monopolistic organisational practices along with the deceitful practices of the business. The consumer law also advocates for a legal meaning to procure legal punishments for dealing with fake, counterfeit and split goods and business. The consumer law does have provision to prevent any kind of fraud activities with the customers whereas it can cancel the trading license of a business as per the law of Sultanate of Oman. The Royal Decree 81/02 promulgates the consumer protection law of Oman as the legislation intends to ensure the suppliers and advertisers abide by with the rules of fair trading in consistency with the credibility of business to deal with the customers (Pacp.gov.om, 2018). On the other hand, the business to business dealings are not considered within the guideline of the consumer law of Oman as it is only applicable for the trade between a business and a consumer. The commercial establishments are liable to protect the interest of the customers with keeping the marketing promises through quality of service or product. It is a huge strength for the consumers as it can provide a legal way to the customers to sue the sellers for providing with poor quality of product unlike with what was promised to persuade the customer into the purchase. This law also provides protection to the customers in case of unlawful rejection of the sellers to accept the return goods within the minimum period of 10 days return as per the Omani law unless the product is perishable (Pacp.gov.om, 2018). It is not only applicable to the purchase of service or products whereas it is applicable on all the aspects of the commercial business world whereas the commercial entity can provide any direct or indirect service to the customer who is always protected with the consumer protection law of Oman. In case of violation of the law, the commercial establishment can be fined to an amount of RO 5000 along with additional criminal punishment, license termination and additional compensations. This law is articulated for promoting an equality and fairness among the customer and supplier to prevent the monopolistic business operations to safeguard the customers completely. In Oman, the law is reissued under the Ministerial Decision 49/2007 as the law codifies the legal enforcement with 52 articles that elucidate the right of customers and obligation and duties of the suppliers. It detects the violation to sought administrative actions against the confirmed breach of the law (Pacp.gov.om, 2018).

## Discussion

### **Sales of goods and consumer protection in Oman**

The Public Authority of Consumer Protection or PACP is the regulatory body in Sultanate of Oman to enforce the consumer protection law (Schwartz, 2011). As per the sales of good is concerned, the legal guidelines foster the establishment of maintaining the ethics and law to provide appropriate quality to the customers. In this case, the sales assistant of the retail outlet of Nogrow Limited was entitled with the obligation for providing proper assistance to Salim to help in making the appropriate purchase. As per the display norms in the outlet, the company was coherent with the law to provide detailed description of the products along with user manual guidelines to help the purchaser. As per the article 21 related with the sales of good in Oman, the sellers are obliged to provide a product with coherent service guarantee as prescribed in marketing of the product and any futility in the course can enable a consumer to term it as breach of promise (Schwartz, 2011). Apart from that, the sales of goods ought to follow the maintenance of the promise made and this case elucidated a violation as Salim did not get as promised by Nogrow Limited. The product promised quality output through the use of the fertiliser whereas it resulted in sour and small apples that can be considered as a deviation of the promise made in sales of goods and it also violates the protection of the interest of Salim. In the process of purchase, the consumer or Salim did have a right of protection of his interest through paying money for taking the fertiliser in his horticulture deeds. The sales of goods guideline in the consumer protection law of Oman imposes emphasize on ensuring delivering appropriate services made as promise to the customer to safeguard their interest of purchasing. Salim used the fertiliser as prescribed in the instruction in a sunny day of July whereas the sudden storm washed some fertiliser and there was no instruction about this in the instruction. It can be hence clear that the consumer protection was completely violated through the fertiliser effectiveness as it severely damaged the interest of Salim through making him unable to use the end product apple in either exhibition or in sales process (Smits, 2010). Hence, the consumer protection as per law was not performed in the case along with poor assistance by the young boy in store which also breached the coherent legal process of sales of goods in Oman. This case can be analysed from the legal guidelines of sales of goods and customer protection angle and in both the aspects of legal process, there can be considered violations in both terms as neither the sales assistant played an appropriate role nor the fertiliser provided result as promised by the company.

### **Rights of Salim as a consumer**

The Royal Decree No. 66/2014 has promulgated the enforcement of consumer protection law in Oman in order to provide the consumers with their respective rights from being bluffed or cheated

by the monopolistic business operations. The consumer rights are depicted in the article 14 of the Consumer Protection Law of Oman as Salim had the right to gain access to the appropriate information about the fertilisers before purchasing whereas the sales assistant was very poor to provide him with enough information or assistance. On the other hand, Salim also had another right in freedom of choice to select the service though he sought out assistance from the boy to get something quality in cheaper price. Salim was also entitled to be compensated from the damages with normal prescribed usage of the commodity like fertilisers. As a consumer with paying money for the fertiliser, Salim has sheer right to claim and get appropriate compensation for the damage or loss to him due to the coherent use of the fertiliser as per the prescribed instruction manual with the product (Pacp.gov.om, 2018). Salim has also the right to represent the interest in order to formulate the policies of the consumer protection. Hence, in this case, Salim has supreme right to be provided with appropriate information about the products before purchasing from the sales assistant of the Nogrow Limited. Salim can also make claim against Nogrow Limited for claiming for compensation equivalent to the loss in combined value of the fruit selling to the local store and winnings in the trade show. Salim also has a right imposed by the law to claim from the Nogrow Limited for the health and safety after acquiring the commodity of fertiliser from the outlet which later catered to the financial damages even with normal process of use of the product. The consumer also has a right to ensure the safety of the business and tradition through the use of the product from a seller and hence Salim also has right to claim for the damage to his business due to the use of the fertiliser as certified by the retail outlet sales assistant and product manual instruction. A consumer also had a right to be provided with Arabic invoice and purchase receipt along with the basic information to use the service or product and other determined regulatory information. As per article 17 of the consumer protection law, Salim had the right to get a guarantee about the effectiveness of the fertiliser (Omanlawblog.curtis.com, 2018). On the other hand, the article 18 also entitles Salim with the right to highlight and claim for the defects in the fertiliser product along with solid proof. There are many rights of Salim as a consumer and those rights can be used by him in order to get compensation by the Nogrow Limited to compensate his financial loss for futility of the small and sour apples in any means.

#### **Legal measures for Salim to take against Nogrow Ltd Company**

There are scarcely any legal supremacy for Salim to gain accomplishment in his claim against the Nogrow Limited for the violations in the consumer law. There were certain terms in the contractual relationship between Nogrow Limited and Salim and those can cater as severe prevention for Salim to get success in his claim against the company. There were some terms in the invoice that was signed by Salim without giving it a proper read and those contractual terms establish that Salim went

into the purchase contract knowingly and hence violation of those terms makes the claims of Salim completely null and void as per law of the Sultanate of Oman. Salim can take legal actions against the company as they did breach the consumer law as their fertiliser did not work and it produced sour and small apples that were of no use to Salim. Salim did follow the process of application described in the manual and still it did not bear any aspired result and hence it can be considered as breach of consumer law (Omanlawblog.curtis.com, 2018). On the other hand, Nogrow can deny the liability of the natural disasters and deny the compensation for him. In addition to that, there are other ways to counter the legal claim for the Nogrow Limited as they can use the expressed terms in the invoice against the claim. The terms had clear indication that any claim against Nogrow ought to be made within 21 days of purchase which is already breached by Salim as he purchased the fertiliser back in March and used it in June so the timeline for claim has expired. In addition to that, Nogrow Limited had another prior term in the sales invoice about returning the price paid to purchase any goods that has failed to perform as promised or commercially recognised standards of quality. As per this term, Salim cannot ask for greater compensation from them as he signed the term and he can then only claim for the purchasing price back for the futile effect of the fertiliser. As per the obligation of Salim to abide by the agreed contractual terms, there is no way for him to claim for the additional compensation regarding the profit of selling the apple or loss of exhibition prize. Apart from that, the instruction manual only catered for the spray on leaves and that did not include anything about roots so Salim can face problem to establish his claim as those apples were result of a different process than the certified one by the manual instruction by Nogrow Limited (Pacp.gov.om, 2018).

## Conclusion

As far the statutory rights are concerned for Salim, there are implied terms in the consumer law of Oman that can be used for the purpose of suing Nogrow Limited. The implied term of providing accurate information to the customers was breached in the case by the sales assistant who completely failed to provide Salim with proper information to help in sorting out the best fertiliser though in a comparatively cheaper rate than branded ones. The article 14 provides knowledge of the consumer right and that advocates for ensuring the quality of the product to safeguard the interest of customers and the fertiliser completely failed to serve the purpose of Salim and it did not also provided service as promised by the Nogrow Limited to sell the product. Hence, the guarantee of the product service was certainly breached and that can be capitalized by Salim to strengthen his claim against the Nogrow Limited along with the expressed terms in their contract which can also be claimed as breach of the rights depicted in the statutes of consumer law of the Sultanate of Oman. The implied terms in the statutes also depict the responsibility of the seller to take the liability of the

financial, personal and psychological damage of the consumer for the purchase of a product. In this case, the invoice expressed terms can be termed as breach as that denied any compensation more than the purchasing price and this can also be used by Salim to enforce the legal strength of the claim against Nogrow Limited in the court to get additional compensation for his monetary loss apart from the purchasing price. The statute also provides complete right to Salim being a customer to get fair compensation for the damages additional of the purchasing price and hence the expressed term cannot deny the statute to deprive Salim from his rights. Hence, the consumer protection is another implied term stated in the statutes of the consumer law of the Sultanate of Oman and it can be said that the term is breached in the case with futile effectiveness of the fertiliser to grow quality fruits. The statute provides the implied term to make the claim after the damage and hence the expressed contractual term in the invoice provided by the Nogrow Limited cannot limit the days as they were selling the product on March and themselves were suggesting to use in in June that is after the expire of claim time limit. Considering all the facts of breach of the implied statutory terms, there is still hardship for Salim to get compensation in the case for some reasons. The sign of Salim in the invoice can be a hindrance as he signed a document with some contractual terms and later he just cannot make claims that are against those agreed upon terms in the contract. On the other hand, the result only catered through the fertiliser in the roots whereas the instruction suggested to spray on leaves to get result and hence it can be another issue in the claim of Salim to get additional compensation as Omani contract law or consumer law cannot held a seller accountable for the natural disaster that laid damage to a consumer.



## Reference List

Omanlawblog.curtis.com (2018). *Consumer protection*. Available at: <https://omanlawblog.curtis.com/2017/04/key-takeaways-on-consumer-protection.html> [Accessed on 7th November 2018]

Omanlawblog.curtis.com (2018). *Consumer protection*. Available at: <https://omanlawblog.curtis.com/2011/12/omans-consumer-protection-law.html> [Accessed on 7th November 2018]

Omanlawblog.curtis.com (2018). *Consumer protection*. Available at: <https://omanlawblog.curtis.com/2015/01/sultanate-of-oman-consumer-protection.html> [Accessed on 7th November 2018]

Pacp.gov.om (2018). *Consumer protection law*. Available at: <https://pacp.gov.om/Laws-and-decisions/ENG-new-Consumer-Protection-Law.aspx> [Accessed on 7th November 2018]

Schwartz, D.S., 2011. Enforcing Small Print to Protect Big Business: Employee and Consumer Rights Claims in an Age of Compelled Arbitration. *Wis. L. Rev.*, p.33.

Smits, J., 2010. Full Harmonization of Consumer Law-A Critique of the Draft Directive on Consumer Rights. *Eur. Rev. Private L.*, 18, p.5.