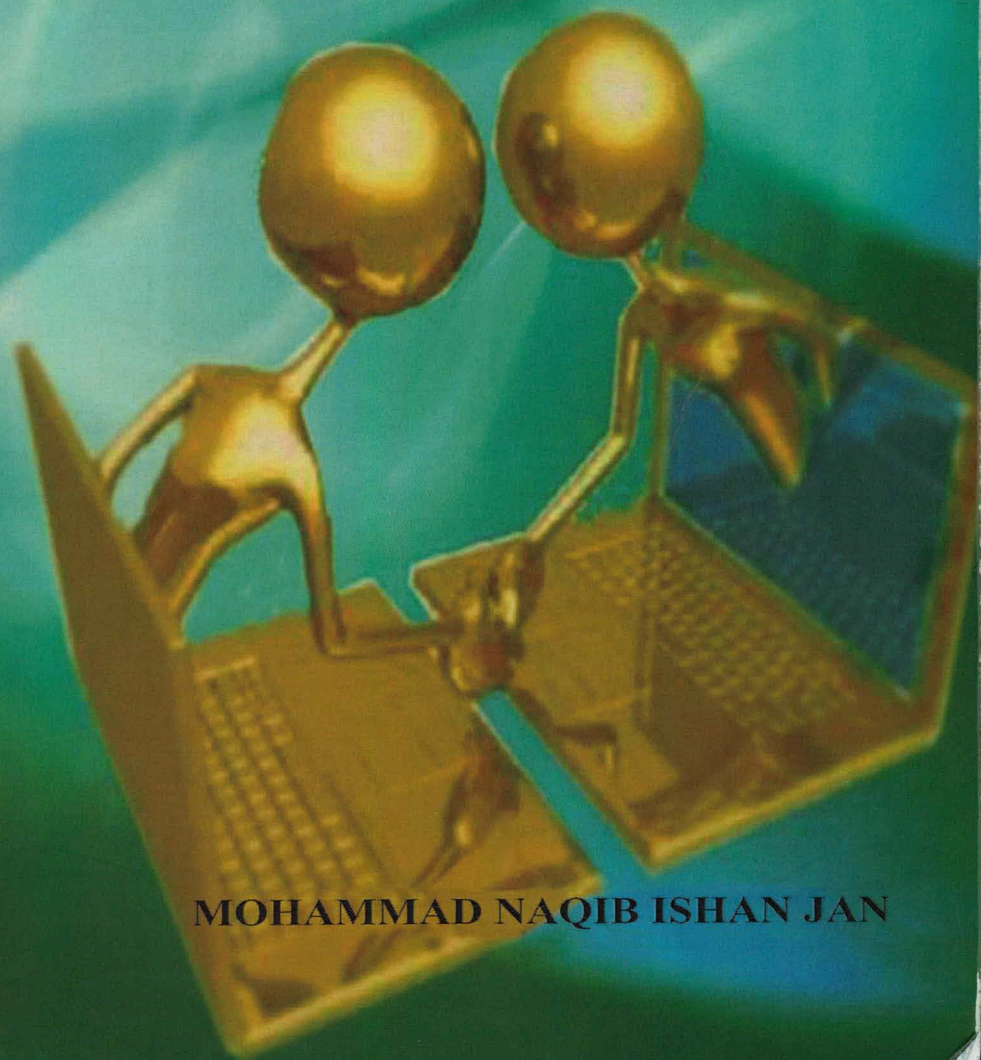


# **LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE**



**MOHAMMAD NAQIB ISHAN JAN**

# **LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE**

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IIUM Press

Published by:  
IIUM Press  
International Islamic University Malaysia

First Edition, 2011  
©IIUM Press, IIUM

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Perpustakaan Negara Malaysia

Cataloguing-in-Publication Data

Mohammad Naqib Ishan Jan

Law and Commerce: The Malaysian Perspective

Include index

ISBN 978-967-0225-43-2

ISBN: 978-967-0225-43-2

Member of Majlis Penerbitan Ilmiah Malaysia – MAPIM  
(Malaysian Scholarly Publishing Council)

Printed by :  
**IIUM PRINTING SDN. BHD.**  
No. 1, Jalan Industri Batu Caves 1/3  
Taman Perindustrian Batu Caves  
Batu Caves Centre Point  
68100 Batu Caves  
Selangor Darul Ehsan

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## CHAPTER 21

# **THE NATURE OF THE LAW ON CONSUMER PROTECTION**

*by*  
NAEMAH AMIN

Development of the law relating to consumer protection is the manifestation of a growing social concern to protect the weak and those unable to take care of themselves in a modern market economy. An inequality of bargaining power is the main justification for additional protection to this vulnerable group, commonly known as consumers. Obviously, consumers are in a weak bargaining position compared to the more powerful supplier of goods and services due to the disparity of knowledge and resources. Besides, consumers also need to be protected from all sorts of unfair trade practices of market operators such as protection against sale of defective, substandard and dangerous products and various fraudulent trading practices such as false advertisement, misleading price indication, non-labeling and mislabeling. Consumers are also facing problems of insufficient information to exercise a product-buying decision and economic exploitation through lack of competition. Consumer protection laws are thus designed to ensure fair trade competition by preventing businesses that engage in fraud or other unfair practices from gaining an advantage over consumers as well as business rivals.