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The Right of Withdrawal from Contract between the General Rules and Consumer Protection Rules in Algerian Law

حق العدول عن العقد بين القواعد العامة وقواعد حماية المستهلك في التشريع الجزائري

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Abstract:
This article examines the right of withdrawal from contracts under Algerian law through the lens of the general rules of civil law and consumer protection rules, with particular emphasis on electronic contracts. It shows that the right of withdrawal is not foreign to civil law doctrine, as it appears in several forms, such as, contracts concluded with earnest money, sales on approval,. However, its presence remained limited to the pre-contractual stage or to situations governed by the will of the contracting parties, in application of the principle that the contract is the law of the parties.

The article also demonstrates that this right has undergone significant development under special legislation, evolving from a possibility governed by party autonomy into a legally protected right, especially in the field of electronic contracting. This development is reflected in Law No. 18-05 on electronic commerce and Law No. 18-09 amending the Consumer Protection Law, which recognize the electronic consumer's right to withdraw from the contract after its conclusion, as a safeguard against the risks of distance contracting and insufficient knowledge of the subject matter of the contract.

The article concludes that, in the digital environment, the right of withdrawal serves two essential functions: protecting consumer consent and strengthening trust in electronic transactions.

Keywords: right of withdrawal; electronic contract; consumer protection; Algerian law; electronic commerce.

الملخص:يتناول هذا المقال حق العدول عن العقد في التشريع الجزائري من خلال القواعد العامة للقانون المدني وقواعد حماية المستهلك، مع التركيز على العقد الإلكتروني. ويبين أن حق العدول ليس غريبا عن الفقه المدني، إذ يظهر في صور متعددة مثل العدولفي التعاقد بالعربون، والبيع بشرط التجربة، . غير أن هذا الحضور ظل محدودا في إطار المرحلة السابقة على إبرام العقد أو في الحدود التي ترسمها إرادة المتعاقدين، تطبيقا لمبدأ العقد شريعة المتعاقدين. كما يوضح المقال أن هذا الحق عرف تطورا مهما بموجب النصوص الخاصة، حيث انتقل

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من مجرد إمكانية تحكمها الإرادة إلى حق قانوني ذي طابع حمائي، خاصة في مجال التعاقد الإلكتروني. وقد تجسد ذلك من خلال القانون 18-05 المتعلق بالتجارة الإلكترونية والقانون 18-09 المعدل لقانون حماية المستهلك، اللذين كرسا حق المستهلك الإلكتروني في العدول عن العقد بعد تمامه، حماية له من آثار التعاقد عن بعد ونقص العلم الكافي بمحل التعاقد . ويخلص المقال إلى أن حق العدول في البيئة الرقمية يؤدي وظيفتين أساسيتين: حماية رضا المستهلك، وتعزيز الثقة في المعاملات الإلكترونية.

الكلمات المفتاحية:حق العدول؛ العقد الإلكتروني؛ حماية المستهلك؛ القانون الجزائري؛ التجارة الإلكترونية.

Introduction:

In legal terminology, withdrawal refers to one contracting party's retraction from concluding the contract. It is a right granted by the legislator to the contracting party, whether during the formation stage of the contract or after its conclusion, in accordance with the provisions set forth in legal texts. This right is not a legislative innovation arising from the development of electronic contracts; rather, it is one of the established legal mechanisms enshrined in the general rules of contracts since long ago. Its purpose is to protect the contracting party's will and allow him to retract his commitment in exceptional cases where the legislator sees an imbalance in the contractual relationship or the weakness of one of its parties.

However, the right of withdrawal did not provoke extensive doctrinal and legal debate until the emergence of electronic contracts, particularly those concluded remotely. At that point, the legislator reconsidered the scope and function of this right, reinforcing the protection of the weaker contracting party, especially the consumer. This development was manifested through the recognition of the right of withdrawal as a legal instrument that allows the remote contracting party to terminate the contractual relationship unilaterally within a specified period, thereby nullifying the effects of the contract and treating it as if it had never existed. The aim is to uphold the principle of genuine consent and safeguard the integrity of contractual will.

Thus, the question arises: Is the right of withdrawal in electronic contracts merely an extension of the traditional right of withdrawal recognized under the general rules of contracts, or does it constitute an independent legal system imposed by the particular nature of electronic contracting and the special need of the remote contracting party for protection—thereby justifying a difference in its concept and legal foundation from the traditional withdrawal?.

I. - The Right of Withdrawal and Its Applications under the General Rules of Contract Law:

The right of withdrawal is recognized as a well-established legal mechanism within the framework of general contract law, and it is not an innovation introduced by consumer protection legislation. Rather, this right has deep roots in the general theory of contract. However, modern legislation, particularly consumer protection laws, has restructured and expanded its scope in a manner that reflects the specific nature of certain contractual relationships, such as those involving consumers who may lack the same bargaining power as businesses. Despite the differences in its methods of application and governing conditions between general contract law and consumer protection law, its underlying principle remains the same, namely, to enable the contracting party to withdraw from their commitment in situations where consent has not yet fully crystallized or where special protection is warranted.

I.1. The Concept of the Right of Withdrawal and Its Legal Foundations under the General Rules of Contract Law:

The simple idea conveyed by the expression right of withdrawal is that the contract which was previously in force is deemed to have lapsed, and all the effects arising therefrom are retroactively extinguished. However, the inquiry remains into the substantive considerations that led to such withdrawal and the legal foundations upon which the legislator established this right for the contracting party.

I.1.1. The Concept of the Right of Withdrawal under the General Rules of Contract Law:

The right of withdrawal under the framework of general contract law differs from the right of withdrawal as established under consumer protection law. Despite the apparent similarity between them—namely, enabling a contracting party to revoke their commitment—their legal nature differs fundamentally. Under general contract law, withdrawal can only be understood as a form of contract termination, even though the contract has been validly concluded and fulfills all its essential elements, as it ultimately leads to the dissolution of the contractual relationship.

Moreover, the underlying foundations of each differ significantly. Under general contract law, withdrawal is based on the idea that each party should have the freedom to do what they want and that the interests of both parties should be balanced. Under consumer protection law, on the other hand, withdrawal is based on the idea that the weaker party should be protected and that full and honest consent should be given.

I.1.2. The Legal Basis of the Right of Withdrawal under the General Rules of Contract Law:

The right of withdrawal within the general framework of Algerian civil law is grounded in a set of legal principles that reflect a delicate balance between the doctrine of party autonomy on the one hand and the imperatives of protecting contractual consent and ensuring contractual justice on the other. As a general rule, contracts are binding upon the parties and may neither be revoked nor modified except by mutual agreement or on grounds expressly provided by law. However, this principle does not preclude the recognition of carefully circumscribed exceptions that allow a contracting party to withdraw from the contractual relationship in justified and legally defined circumstances. At its core, the right of withdrawal finds its primary foundation in the principle of party autonomy itself. Since the will of the parties constitutes both the essence of the contract and the source of its binding force, safeguarding that will necessarily entails allowing for withdrawal where consent has not fully matured into a state of certainty and reassurance. In this context, the right of withdrawal is based on the idea of real and fully informed consent, which is not just a formal way of saying "yes," but also a state of mind that is free of doubt or regret.

Accordingly, withdrawal operates as a legal mechanism designed to prevent the crystallization of contractual obligations in circumstances where the contracting party's consent remains incomplete or insufficiently consolidated. It functions, therefore, as a safeguard against premature commitment, ensuring that the binding force of the contract is ultimately grounded in stable and deliberate consent rather than in impulsive or uncertain decision-making.

This foundational rationale is particularly evident in contracts such as a sale with earnest money and a sale subject to trial, where the law expressly acknowledges the provisional nature of consent and grants the contracting party the right to withdraw from the agreement within a defined framework. In such cases, withdrawal is not an anomaly but rather a structured legal response to the inherent incompleteness of consent at the moment of contract formation.

I.2. The Applications of the Right of Withdrawal within the Framework of General Contract Law:

During the pre-contractual phase, and prior to the conclusion of the contract, the offeror may withdraw their offer, provided that it is not subject to a binding time limit. Similarly, the offeree may withdraw their acceptance as long as it has not yet reached the offeror. In such cases, withdrawal produces no legal effect, since the contract has not yet come into existence.

By contrast, the form of withdrawal that truly affects the binding force of the contract is that which occurs after the contract has been validly concluded and has begun to

produce its legal effects. It is at this stage that withdrawal operates as an exception to the principle of contractual binding force.

The most significant practical applications of this form of withdrawal can be observed in two types of contracts: sales involving earnest money (sale with deposit) and sales subject to trial (sale on approval). In both cases, withdrawal is structured within a legal framework that closely resembles a resolutory condition, whereby the contract is initially valid but may be terminated upon the exercise of withdrawal.

I.2.1. Withdrawal in Sale with Earnest Money

The contract involving earnest money represents one of the contractual forms that grant the parties the right to withdraw. A predominant view in French legal doctrine, as well as a segment of Egyptian jurisprudence, characterizes a sale with earnest money as one subject to a suspensive condition.

This view emphasizes the absence of withdrawal (Anwar Sultan, 1980, p. 89; Suleiman Morcos, 1980, p. 75). But this interpretation of the contract does not accurately reflect the right of withdrawal, which ends the contract. In the case of suspensive conditions, the sale is only valid if the condition is met, not if the withdrawal happens.

By contrast, characterizing the payment of earnest money as giving rise to a resolutory condition brings it conceptually closer to the right of withdrawal, particularly as understood in the context of electronic contracting. Under this interpretation, the contract is deemed valid and produces its full legal effects from the outset; however, upon withdrawal, the resolutory condition is fulfilled, leading to the dissolution of the contractual relationship with retroactive effect. This analysis more accurately captures the functional role of earnest money as a mechanism that accommodates withdrawal while preserving the initial binding force of the contract, subject to its potential extinguishment.

I.2.2. Withdrawal in Contracts of Sale Subject to Trial:

In this type of sale, the buyer is granted the right to test the goods prior to making a final decision either to proceed with the purchase or to withdraw. Professor Nabil Ibrahim Saad has described this category of contracts as *volitional sales* (Saad 1997, p. 82) owing to the degree of discretion afforded to the buyer in accepting or rejecting the goods. The explanatory memorandum to the Egyptian Civil Code clarifies this position by stating that "the *buyer alone controls the outcome of the trial… it is assumed that the goods are of a nature that must suit the buyer personally, and only the buyer is capable of making such a determination" (Saad, , ibid., p. 86).*

This approach is also reflected in Article 355(1) of the Algerian Civil Code, which provides that "in *a sale subject to trial, the buyer may accept or reject the goods, and the seller must enable him to conduct the trial. If the buyer rejects the goods, he must notify the seller within the agreed period; in the absence of such an agreement, within a reasonable period determined by the seller. If this period expires and the buyer remains silent despite being able to test the goods, such silence shall be deemed acceptance.*

Traditionally, a sale subject to trial is characterized as a contract suspended upon a suspensive condition, namely the buyer's acceptance of the goods following the trial, whether expressly or implicitly, as silence is deemed acceptance under the aforementioned provision. However, this description doesn't help us make a meaningful comparison with withdrawal as it is understood in consumer protection law, since the suspensive condition creates the contract instead of ending it.

Conversely, characterizing a sale subject to trial as being subject to a resolutory condition—namely, the buyer's rejection of the goods after trial—offers a more compelling analytical framework. Under this interpretation, the contract is deemed valid and fully effective during the trial period, producing all its legal effects, including the transfer of ownership and the buyer's obligation to pay the price. Upon the buyer's rejection of the goods, the resolutory condition is fulfilled, and the contract is terminated retroactively, extinguishing all its effects. In this sense, the buyer's rejection of the goods is, in essence, equivalent to withdrawal from the purchase, aligning conceptually with the notion of withdrawal as recognized in electronic contracting.

It is noteworthy, however, that contemporary legal doctrine overwhelmingly rejects the classification of the right of withdrawal under consumer protection law as a resolutory condition. This rejection is grounded in several arguments:

First, treating withdrawal as a resolutory condition would reduce it to a contractual option, whereas the right of withdrawal is a statutory right conferred upon the consumer (Sahraoui,2025, p. 57). This distinction applies equally to both sales involving earnest money and those subject to trial. Second, withdrawal in a sale with earnest money entails a financial cost, namely the forfeiture of the deposit, whereas withdrawal under consumer protection law is exercised free of charge by virtue of legislative policy. Third, withdrawal in a sale subject to trial is intended to allow the buyer to assess the suitability of the goods, whereas withdrawal under consumer law is grounded in affording the consumer a cooling-off period during which consent may fully mature (Sahraoui, Massouda, ibid., 58). Finally, the time limit for exercising withdrawal in trial-based sales is determined by agreement or reasonableness, whereas

under consumer protection law it must be expressly fixed by statutory provisions (Sahraoui, Massouda, ibid., 58).

These objections, however, are not beyond critique. The argument that a resolutory condition must necessarily be contractual rather than statutory is unpersuasive, as there is no conceptual barrier preventing the legislator from establishing a condition of a statutory nature, as evidenced by Article 363 of the Algerian Civil Code, which conditions the transfer of ownership upon the payment of the final installment. Similarly, the distinction based on the financial cost of withdrawal conflates the legal nature of the act with its economic consequences. In both cases, the legal effect remains the same: the fulfillment of a resolutory condition leading to the termination of the contract through unilateral will. The fact that withdrawal under consumer law is exercised free of charge merely reflects a legislative policy aimed at enhancing consumer protection.

Furthermore, the argument that withdrawal in sale subject to trial is fundamentally different because it relates to the suitability of the goods overlooks the broader conceptual unity of withdrawal. Whether the buyer withdraws due to unsuitability or exercises a statutory right to reconsider, the legal outcome remains identical: termination of the contractual relationship. From another perspective, framing withdrawal as a response to incomplete consent risks reclassifying it as a defect in consent, which would undermine the validity of the contract from the outset and blur the distinction between withdrawal and traditional vitiating factors of consent.

Finally, the distinction based on the time limit is likewise unconvincing, as such limits relate merely to the temporal exercise of the right rather than to its legal nature. There is no conceptual obstacle preventing the legislator from intervening even in a sale subject to trial to regulate or restrict the duration of this right. Accordingly, these differences do not negate the structural and functional similarities between withdrawal in traditional sales and withdrawal under consumer protection law but rather reflect differing legislative policies governing the same underlying legal mechanism.

I.2.3. The right of withdrawal under Law No. 18-05:

Although many commentators and scholars of Algerian law, when discussing the right of withdrawal, refer to Articles 22 and 23 of Law No. 18-05 dated 10 May 2018, which explicitly recognize the electronic consumer's right of withdrawal, this right does not differ from the general rules of withdrawal as we have seen earlier. The law ties the consumer's right of withdrawal to breaches committed by the electronic supplier, such as failure to respect delivery deadlines, defects in the product or goods, or the order not being in conformity. In this sense, the right of withdrawal is not the same as the right of withdrawal as established under French law and comparative

legislation. (Boukharouba, p. 192) .What confirms that the legislator, in the Electronic Commerce Law, did not use the term "right of withdrawal" as was done in the Consumer Protection Law and in comparative legislation, is that he intended instead a concept specific to the digital environment. He employed the expression "resending the product," which, in comparative systems, corresponds to termination (rescission), whereby both parties return to the pre-contractual stage through restitution of the goods and reimbursement of the price(Bessaadi& Al-Arabi, 2022, pp. 437–457).

II.The right of withdrawal from contracting in the digital environment

The notion of withdrawal in general legal rules parallels that in electronic contracting, as both involve retracting one's will from a contractual relationship. Yet, under the general rules, withdrawal is typically contingent upon a resolutory condition, leaving the party's will suspended rather than definitive, with the other party aware that the contract may be dissolved. By contrast, in electronic contracts governed by the right of withdrawal, the supplier knows that the consumer is legally protected, but the consumer's will at the moment of contracting was definitive from the outset.

In Algeria, the legislator has addressed this right through Law No. 09-18, which amended and supplemented Law No. 03-09 on consumer protection and fraud suppression. Article 19, paragraph 2, defines withdrawal as *"the consumer's right to renounce the purchase of a product without cause."* This provision places Algerian law on par with comparative legislation. However, its application remains suspended pending the issuance of implementing regulations. Even so, the nature and foundations of the right can still be examined.

II.1.The Legal Nature and Foundations of the Right of Withdrawal in Electronic Contracts:

The right of withdrawal directly affects the binding force of the contract, which stipulates that the contract is the law of the parties and therefore cannot be rescinded or amended except by mutual agreement. (Al-Kubaisi,2022 p. 27; Mazouz, p. 2; Hamza Boukhrouba, p. 1389).Due to the tension created by the right of withdrawal under consumer protection law with the requirements imposed by general legal rules—particularly the principle of the binding force of contracts (*pacta sunt servanda*), which obliges both parties to perform their obligations and precludes unilateral rescission—the right of withdrawal, as established by these special provisions, has acquired a distinct legal nature and is grounded in specific considerations that justify its existence as a statutory exception.

II.1.1. The Legal Nature of the Right of Withdrawal in Electronic Contracts:

The right of withdrawal is a legal act based on the will of one of the parties, whereby that party has the right to terminate the contract(Boukhrrouba, 2020, p. 1396) without referring to the will of the other party (Al-Kubaisi, 2022, p. 40; Bashar, 2025, p. 285.) Legal doctrine has differed in determining the nature of the right of withdrawal: some consider it a personal right, while others view it as a real right (Al-Kubaisi, 2022,p. 40). Another approach sees it as a *license*, since a license is the authorization to exercise freedom among public freedoms (Al-Kubaisi, p. 42).

This view has been challenged, however, on the grounds that withdrawal is not a mere license, because withdrawal imposes an obligation on the other party to restore the situation to what it was before the contract was concluded—something that does not occur with a license, which produces legal effects but does not bind the other party (Ch Al-Kubaisi,p. 43).One strand of French legal doctrine defines the right of withdrawal as *"the revocation of the previously expressed will and its retraction as if it had never existed, preventing its effects from arising; it is thus an expression of a contrary (or opposing) will."*

Another view defines it as the power of one contracting party to unilaterally rescind the contract and be released from it without this depending on the will of the other party (Mazouz, 2017, p. 4).

II.1.2.The foundations of the Right of Withdrawal in Electronic Contracts

It is not possible to determine the legal basis of the right of withdrawal in electronic contracting from a single, simple idea, since this right is not only based on granting the consumer additional time to reconsider, but rather on theoretical, practical, economic, and protective considerations. Electronic contracting is not merely a new form of contracting or a modern variation of traditional contracts; it is a distinct legal environment in terms of the mechanisms of consent formation, the nature of exchanged information, the means of influencing will, and the lack of prior inspection of the subject matter of the contract.

Thus, the binding force of the electronic contract no longer rests solely on the meeting of offer and acceptance, because this initial convergence of wills places the consumer in a lower position than the supplier, contracting at a distance and often lacking direct vision of the product, relying entirely on the supplier's descriptions, images, and conditions that may not be easily read. The right of withdrawal therefore restores balance between the supplier's will and the consumer's will, serving as a corrective mechanism for the weakness of consumer consent, granting the opportunity to retract due to haste and impulsiveness.

This meaning is confirmed by European legislation, which did not treat withdrawal as a sanction for a defect of consent in the traditional sense, but rather established it as an inherent right of the consumer in distance contracts. This is evident in Directive 2011/83/EU, which regulated the right of withdrawal in distance and off-premises contracts, linking it directly to the consumer's limited ability to access sufficient pre-contractual information. The right of withdrawal is therefore not contingent upon proving mistake, fraud, coercion, or exploitation. The Directive itself defined such contracts by the use of one or more means of distance communication, clearly showing that the legislator ties this legal regime to the specific contractual environment rather than to a neutral technical tool.

At a deeper level, this right is based on the idea of informational imbalance between the professional and the consumer (Bessaadi& Al-Arabi, 2022, pp. 437–457). Although the electronic contract may appear theoretically to bind two equal parties—one pressing the "offer" button and the other pressing "accept"—its legal and economic reality reveals a sharp disparity. The supplier knows the characteristics of the product or service, controls how it is presented, arranges the information, and can influence consumer behavior through digital interface design, marketing strategies, urgency cues, and ambiguous general conditions. In contrast, the consumer faces a virtual representation of the product rather than the product itself, with selected information designed to impress, and contracts in a rapid timeframe that does not allow sufficient inspection.

Thus, the right of withdrawal functions as a protective and preventive mechanism: protective, because it allows the consumer to retract once the true nature of the product is revealed; preventive, because it compels the supplier to act with credibility and transparency under the threat of withdrawal. The right ofwithdrawal is not merely an exceptional privilege but a deterrent tool in consumer protection policy within the digital marketplace. Directive 2011/83/EU not only established the right but also linked it to the supplier's duty to inform the consumer of this right before contracting, imposing sanctions for failure to inform. Specifically, failure to provide such information extends the withdrawal period rather than limiting it. This demonstrates that the legal basis of withdrawal is not merely the protection of freedom to retract, but the guarantee of effective information duties, transforming them from theoretical obligations into practical ones. The legislator does not assume that balance is achieved simply by presenting information but requires that failure to inform impacts the professional's position and extends the consumer's timeframe, thereby giving withdrawal a deterrent function as well. Directive 2011/83/EU grants the consumer 14 days to exercise withdrawal, and failure to inform extends this period by an additional 12 months (Bashar, 2025, p. 286).

II.2. The Scope of the Right of Withdrawal in Electronic Contracts

The exercise of the right of withdrawal is limited to specific persons and may not be invoked by others. Furthermore, it applies only to certain contractual transactions and in relation to goods.

II.2.1.The Personal Scope of the Right to Exercise Withdrawal

Consumers (electronic buyers) have been recognized as having the right to exercise withdrawal from contract performance. However, this right is not absolute but rather limited, depending on the type of contract, the parties involved, and the subject matter of the agreement (Mazouz, 2017, p. 6).

With respect to the parties, Article 16/21 of the French Consumer Code grants the right of withdrawal to any purchaser of goods within seven days, allowing the product to be returned to the seller for replacement or reimbursement without penalties, except for return costs. Furthermore, the term "consumer" as defined in Directive 2011/83/EU refers to natural persons not engaged in commercial, industrial, or professional activities. Thus, the right of withdrawal is granted to the ordinary consumer and does not extend to companies or professionals (Bashar, 2025, p. 287).The Algerian legislator defined the electronic consumer under Law No. 05-18 on electronic commerce, Article 6, paragraph 3, as: *"any natural or legal person who acquires, for consideration or free of charge, a good or service through electronic communications from the electronic supplier for the purpose of final use."*

From this definition, it appears that what distinguishes the electronic consumer from the traditional consumer is the means used in the acquisition. In addition, the legislator required that the party dealing with the electronic consumer be an electronic supplier, which implies the existence of a distance between the consumer and the seller(Bessaadi& Al-Arabi, 2022, pp. 437–457).

II.2.2.The Material Scope of the Right of Withdrawal

Although the legislator has enshrined the consumer's right of withdrawal as a general right by statutory provision, the enjoyment of this right does not extend to all contracts and goods. Thus, while withdrawal is established for the benefit of the consumer, the legislator has also provided protection for the supplier by excluding the right of withdrawal in many types of contracts.

Directive 2011/83/EU on consumer rights, in Article 16, lists thirteen categories of contracts in which withdrawal is prohibited. By contrast, Directive 97/7/EC on the protection of consumers in distance contracts had previously limited the exclusions to six categories under Article 6(3)(Makhzoumi, 2017, p. 133).

Similarly, the French Consumer Code, in Article L. 221-28, aligned itself with Directive 2011/83/EU by enumerating thirteen types of contracts in which the consumer may not invoke the right of withdrawal. The most significant of these contracts include:

- Service contracts that begin performance before the withdrawal period expires, where the consumer has expressly agreed to waive the right of withdrawal.
- Contracts for the supply of goods or services whose price depends on fluctuations in financial markets, where withdrawal would harm the seller, making him the weaker party in need of protection.
- Contracts for goods or services produced according to the consumer's specifications, having a personal character and not suitable for return or consumption by others.
- Contracts for goods liable to perish or deteriorate quickly.
- Contracts for goods unsealed or opened by the consumer after delivery, which cannot be returned for reasons of hygiene or health protection.
- Contracts for goods that are inseparably mixed with other items after delivery.
- Contracts for audio or video recordings or computer software unsealed and used by the consumer after delivery.
- Contracts for newspapers and magazines, except for subscription contracts where withdrawal is permitted.
- Contracts concluded at public auctions.
- Contracts for transport services and car rental.(Makhzoumi, p. 134)

Conclusion:

This research demonstrates a fundamental idea: the substance of the right of withdrawal, whether in general rules or in special consumer protection laws, is essentially the same, leading to one result—the termination of the contract and the return of the parties to the state they were in before contracting. This outcome is achieved in many legal systems: through the resolutory condition, through annulment based on defects of consent, or through termination due to breach of contractual obligations.

However, it must be acknowledged that the right of withdrawal, as an option, differs from all these legal mechanisms, even if it leads to the same result. It differs in its legal nature, as it is a unilateral act in its own right. Moreover, it is considered a matter of public policy, unlike other mechanisms which are governed by supplementary rules. It is a prerogative granted freely by the legislator to the consumer, due to the manner of contracting that places the consumer in a weaker position compared to the supplier.

Nevertheless, the exercise of this right is restricted in several situations specified by comparative legislation, such as French law and European directives. As for Algerian legislation, to this day, the regulatory provisions that define the modalities, timeframes, and scope of its exercise have not yet been issued.

References:

-Legislativetexts

- Order No. 58-75 of 26 September 1975 containing the Civil Code. *Official Journal of the Algerian Republic*, No. 78, 30 September 1975, p. 990. Amended and supplemented by Law No. 05-07 of 13 May 2007. *Official Journal of the Algerian Republic*, No. 31, 13 May 2007.
- Law No. 03-09 of 25 February 2009 on consumer protection and fraud suppression. *Official Journal of the Algerian Republic*, No. 15, 8 March 2009, p. 1.
- Law No. 18-05 of 10 May 2018 on electronic commerce. *Official Journal of the Algerian Republic*, No. 28, 2018.
- Law No. 09-18 of 2018 amending and supplementing Law No. 03-09 on consumer protection and fraud suppression. *Official Journal of the Algerian Republic*, No. 46, 2018.
- Directive 97/7/EC of 20 May 1997 of the European Parliament and of the Council on the protection of consumers in respect of distance contracts.
- Directive 2011/83/EU of 25 October 2011 of the European Parliament and of the Council on consumer rights.
- French Consumer Code, Article L. 221-28 (as amended in 2016 to align with Directive 2011/83/EU).

Books:

•Sultan, A. (1980). *Al-'Uqud al-Musamma: Sharh 'Aqd al-Bay' wa al-Muqayada* [Nominated Contracts: Commentary on the Contract of Sale and Barter]. Beirut: Dar al-Nahda al-'Arabiyya.

•Morcos, S. (1980). *Al-Wafi fi Sharh al-Qanun al-Madani: Al-'Uqud al-Musamma, al-Juz' al-Thalith* [The Complete Commentary on the Civil Code: Nominated Contracts, Vol. 3]. Cairo: 'Alam al-Kutub.

•Saad, N. I. (1997). *Al-'Uqud al-Musamma: Al-Juz' al-Awwal, al-Bay'* [Nominated Contracts: Volume I, Sale]. Beirut: Dar al-Nahda al-'Arabiyya.

Thesis:

•Sahraoui, M. (2025). *Haq al-Mustahlik fi al-'Udul 'an al-Ta'aqod al-Iliktruni* [The Consumer's Right of Withdrawal from Electronic Contracting] (Doctoral dissertation, Private Law). Faculty of Law and Political Science, University of El Oued.

•Al-Kubaisi, S. M. K. (2022, January). *Ishkaliyyat al-Haqq fi al-'Udul 'an 'Aqd al-Bay' al-Iliktruni* [Problems of the Right of Withdrawal from the Electronic Sale Contract] (Master's thesis). Faculty of Law, Qatar University.

journals:

•Awad, B. F. (2025, March). *Haq al-'Udul ka-Wasila li-Himayat al-Taraf al-Dha'if fi al-'Uqud al-Iliktruniya* [The Right of Withdrawal as a Means of Protecting the Weaker Party in Electronic Contracts]. *Journal of Arts and Humanities*, (36).
•Boukhrouba, H. (2019). *Haq al-Mustahlik fi Tanfidh al-'Aqd al-Iliktruni* [The Consumer's Right to Enforce the Electronic Contract]. *Al-Ustadh al-Bahith Journal for Legal and Political Studies*, 4(2).
•Bessaadi, N., & Al-Arabi, K. (2022). *Al-Nitaq li-Haq al-Mustahlik al-Iliktruni fi al-'Udulwifq Qanun al-Tijara al-Iliktroniya al-Jaza'iriwa al-Qanun al-Muqaran* [The Scope of the ElectronicConsumer's Right of Withdrawalunder Algerian E-Commerce Law and Comparative Law]. *Journal of International Law and Development*, 10(1).
•Mazouz, D. (2017, June). *Haq al-Mustahlik fi al-'Udul 'an Tanfidh al-'Aqd al-Iliktruni* [The Consumer's Right of Withdrawal from the Performance of the Electronic Contract]. *Ma'arif Journal*, 12(22).
•Makhzoumi, M. H. (2017). *Haq al-Mustahlik al-Iliktruni fi al-'Udul* [The Electronic Consumer's Right of Withdrawal]. *Journal of Economic Law and Environment*, (6).