

The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud

حق المستهلك في الاعلام للوقاية من الغش التجاري

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Abstract:

The Algerian legislator has codified the obligation of precontractual disclosure as a normative instrument to fortify consumer protection within consumption-based contractual relations. This legal duty compels the economic operator to furnish the consumer with all material particulars concerning the object of the contract. Amidst the globalization of economic exchanges and the ubiquity of the Internet as a transactional interface, remote contracting has become standard practice, even for mundane consumer activities. This evolution engenders profound legal ramifications, particularly the need for robust informational safeguards to counterbalance the structural vulnerability of the consumer. Given the consumer's inherent epistemic disadvantage, especially within digital commerce—where transactional dematerialization intensifies asymmetries—the obligation to disclose emerges as an indispensable corrective mechanism. It aims to bridge informational disparities and re-equilibrate contractual dynamics between consumers and electronic vendors.

Key words: Consumer – Economic Operator – Obligation – Disclosure – Electronic Commerce.

Introduction:

The evolution of global economic paradigms has catalyzed the emergence of increasingly complex and diversified goods—ranging from agro-alimentary to high-tech industrial products—whose intrinsic characteristics often transcend the epistemological capacities of the average consumer. This cognitive disequilibrium has institutionalized a structural asymmetry between the professional supplier (*intervenant économique*) and the end user, thereby compelling the Algerian legislator to architect a normative framework predicated upon the duty of precontractual transparency. Within such a framework, the consumer is no longer perceived as a merely rational agent, but rather as a legally vulnerable stakeholder warranting proactive regulatory intervention.

Whereas the imposition of an informational obligation upon professionals in conventional consumer contracts aligns with longstanding legal orthodoxy, the necessity for enhanced disclosure is exponentially amplified in the context of electronic contracting. The dematerialized, asynchronous, and often algorithmically mediated nature of digital commerce renders the consumer’s volition precarious, if not illusory. Indeed, consumers may contract in total ignorance of the legal ramifications of their consent, or of the objective substance of the contractual object itself—thus precipitating an endemic crisis of trust and transactional legitimacy.

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“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

This epistemic opacity triggers the following central research inquiry: To what extent do the statutory mechanisms adopted by the Algerian legislator regarding the consumer’s right to disclosure constitute an effective bulwark against commercial deception and market-based fraud?

This study endeavors to :

1. Elucidate the normative architecture and jurisprudential foundations of the *obligation d’information* as enshrined in Algerian consumer and e-commerce law.
2. Dissect the material and procedural contours of the duty to disclose in both traditional and digitally-mediated contractual frameworks.
3. Assess the efficacy of supervisory and punitive mechanisms designed to ensure compliance with transparency obligations.
4. Reaffirm the doctrinal centrality of disclosure as a functional instrument of *corrective justice*, aimed at neutralizing informational asymmetries and promoting equitable market participation.

In pursuit of the analytical objectives delineated above, the present inquiry is structured into the following three thematic axes:

Axis I: Theoretical Foundations of the Duty of Disclosure

Axis II: Substantive Content and Modalities of Disclosure

Axis III: Oversight and Compliance Mechanisms Governing Disclosure

1-Title I: The Legal Construct of the Duty of Disclosure in Consumer Contracts

1.1 Definition of the Duty of Disclosure

The preliminary inquiry necessitates the formulation of a general theoretical framework for the duty of disclosure and its functional role in stabilizing commercial transactions, both conventional and electronic. A precise definitional approach must be extracted from contemporary jurisprudential doctrine.

Linguistically, the Arabic root of "disclosure" (إعلام) stems from "to inform," denoting the process of revealing a cognitive truth.

Legally, some scholars conceptualize it as a precontractual obligation compelling one contracting party to furnish the counterparty, at the stage of contract formation, with all necessary data to ensure enlightened, voluntary, and comprehensive consent¹. This obligation is necessitated by specific circumstances linked to the contract’s nature², the identity of one of the parties, or the subject matter, rendering it impossible for one party to access pertinent information absent reliance on the good faith of the other³.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

An alternative doctrinal stance defines disclosure as a positive duty incumbent upon the debtor to inform the creditor of any facts and elements indispensable for ensuring free and informed consent or for the proper execution of contractual obligations⁴. Others portray it as the act of alerting the contracting party to facts or elements of the contemplated transaction that may influence the decision-making process in light of personal objectives. Another definition regards it as the seller's obligation to communicate the optimal method for utilizing the product and to caution the buyer against risks arising from its use or even mere possession⁵. Thus, the duty of disclosure transcends the precontractual phase and extends into contractual performance, encompassing both material information and, where necessary, cautionary guidance.

With respect to e-commerce, Algerian legislation defines it as "the activity whereby an electronic supplier proposes or ensures the remote provision of goods or services to an electronic consumer via digital communication technologies."⁶ The electronic contract, consequently, is a remotely concluded agreement devoid of the parties' simultaneous physical presence, relying solely on electronic means. While functionally equivalent to conventional contracts, electronic contracts are characterized by their technical modality.

The Algerian legislator does not explicitly define electronic disclosure obligations nor delineate them from traditional disclosure duties. Instead, the focus lies on ensuring the consumer's enlightened consent. Article 5 of Executive Decree No. 13-378⁷, although not explicitly articulating precontractual electronic disclosure, implies its necessity by mandating visibility of essential terms prior to purchase on remote sales platforms. This may be construed as tacit legislative recognition of electronic disclosure obligations.

Law No. 18-05 on Electronic Commerce further codifies the supplier's obligation to disclose all precontractual terms, specifications, and product characteristics prior to the consumer's contractual engagement⁸. The essential value of this obligation lies in demystifying the nature of the product and highlighting its attributes, thereby allowing the consumer to engage in the contract from a position of knowledge and confidence, both *ex ante* and *ex post*.

1.2 Justifications for Precontractual Disclosure

The overarching rationale for mandating precontractual disclosure resides in the imperative to restore contractual equilibrium between the economically dominant supplier and the epistemically disadvantaged consumer, thereby fostering parity of knowledge between contracting parties.

A. Achieving Cognitive Parity Between the Parties

In the contemporary landscape of hyper-industrialized and digitally mediated commerce, the velocity of technological innovation has precipitated an unprecedented epistemological stratification between economic operators and end consumers⁹. The increasing sophistication of goods and services—encompassing embedded technologies, complex user interfaces, and multifaceted contractual conditions—renders it virtually impossible for the average consumer to apprehend, let alone critically evaluate, the technical specifications or latent risks associated with a commercial offer¹⁰. This epistemic fracture has transformed the consumer from an autonomous agent into a structurally subordinated party, operating under conditions of radical informational inferiority.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

The asymmetry at stake is not merely quantitative (i.e., the supplier knows more), but qualitatively structural: the supplier controls both the architecture and dissemination of knowledge, while the consumer must passively rely on whatever fragments of data are selectively disclosed—often through obfuscatory language, minimalist labeling, or algorithmically manipulated advertising. Such disparities lay fertile ground for commercial opportunism, moral hazard, and exploitative bargaining scenarios, where the imbalance in knowledge directly translates into an imbalance in power.

The imperative of achieving cognitive parity between contracting parties thus assumes an axiomatic role in consumer protection theory. It is predicated on the assertion that legal consent is only as valid as the informational conditions under which it is granted. A contract signed in ignorance—however formally valid—bears the functional hallmarks of coercion or misrepresentation. Accordingly, the law must act not merely as a facilitator of transactions, but as an arbiter of epistemic justice within the marketplace.

Nowhere is this need more acute than in the domain of electronic commerce, where dematerialized interactions—devoid of physical inspection, direct interpersonal negotiation, or contextual cues—amplify the vulnerability of the consumer. The digital consumer operates in a highly asymmetrical environment shaped by one-sided algorithmic design, opaque terms-of-service agreements, and transnational legal ambiguities. These features collectively construct a *consensual illusion*, wherein the act of contracting is decoupled from any genuine understanding of its implications.

To remedy this disequilibrium, the duty of precontractual disclosure functions as a juridical equalizer: it operationalizes the principle that contractual equity must be grounded in *epistemic accessibility*. The law thus compels the economically dominant party to disclose, in a clear, comprehensible, and timely manner, all material elements that could influence the consumer’s decision-making process. This includes, *inter alia*, information regarding the nature of the product or service, usage conditions, associated costs, legal ramifications, and possible alternatives.

The goal, ultimately, is not to render the consumer omniscient, but to elevate them to a threshold of functional literacy, sufficient to navigate the transaction without undue reliance or blind trust. In doing so, the legal system affirms the consumer not as a passive recipient of commercial terms, but as a *normative participant* whose agency must be respected, reinforced, and legally protected. Cognitive parity is, therefore, not merely a theoretical ideal—it is a prerequisite for meaningful consent, ethical commerce, and the legitimacy of market transactions.

B. Rebalancing the Contractual Relationship

Among the most doctrinally entrenched rationales for institutionalizing the obligation of precontractual disclosure lies the imperative to rectify the epistemological disequilibrium that systematically afflicts the contractual rapport between the economically dominant supplier and the structurally weaker consumer. This imbalance is most acutely manifested in the consumer’s chronic informational deficit regarding the essential elements of the contract—namely, the nature, attributes, risks, and legal implications associated with the goods or services being proposed.

Whereas the supplier, due to his professional status, possesses asymmetrical access to, and mastery of, both the technical composition and juridical ramifications of the product or service,

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

the consumer—particularly within fast-evolving digital marketplaces—typically engages with the transaction from a position of inferential ignorance. This informational asymmetry not only vitiates the principle of informed consent but undermines the entire legitimacy of contractual assent. In this respect, consensual autonomy, the normative cornerstone of classical contract theory, becomes an abstraction when not buttressed by sufficient informational infrastructure.

The duty to disclose thus emerges as a legally indispensable corrective mechanism, designed to neutralize the exploitative potential of this asymmetry by restoring a minimum threshold of cognitive parity between the parties. It reconfigures the traditional dynamics of freedom of contract by shifting the focus from mere voluntariness to *informed volition*¹¹. The consumer’s signature on a contract ceases to be a symbolic gesture of agreement and is reconceptualized as the culmination of a materially substantiated and contextually enlightened decision-making process.

This rebalancing function assumes even greater salience within digital contractual environments, where dematerialized interfaces, algorithmic personalization, and persuasive design strategies significantly amplify the risks of deception, manipulation, or passive consent. Online marketplaces are replete with dark patterns, fine-print disclaimers, and attention-capturing stimuli—all of which serve to obscure essential contractual data. In such contexts, precontractual disclosure transforms from a normative courtesy into a structural necessity, as it serves to inoculate consumer volition against systemic distortions engineered by technologically empowered commercial actors.

The elevation of disclosure from a discretionary business practice to a mandatory, enforceable legal obligation marks a paradigmatic shift toward *substantive fairness* in contract law. It no longer suffices to presume that all parties possess equal bargaining power or informational resources; rather, the legislator must intervene to recalibrate contractual equilibrium through legally codified transparency obligations. This shift is consistent with contemporary jurisprudence and comparative legal evolution, particularly in systems that embrace a consumerist corrective to classical liberal contractualism.

Ultimately, the integration of disclosure as a binding legal norm is not merely an act of regulatory paternalism but a recognition of the economic and cognitive disparities that pervade modern commerce. It reflects a commitment to *distributive contractual justice*, whereby the law assumes the role of arbiter in ensuring that access to information—a prerequisite for meaningful market participation—is neither commodified nor denied. In this way, disclosure functions as both a shield for the consumer and a normative constraint on unchecked commercial discretion.

1.3 Legal Foundations of the Disclosure Obligation

Given the relative novelty of the disclosure obligation, its initial recognition was implicit within general civil law provisions, notably Article 352 of the Algerian Civil Code¹². Over time, the emergence of specialized consumer protection statutes has enabled a more explicit codification of disclosure duties. A. Article 352 of the Algerian Civil Code as a Foundational Basis Article 352 mandates that the buyer possess sufficient knowledge of the subject matter of the sale and grants the right to annul the contract if such knowledge is lacking. It stipulates:

- The buyer must be adequately informed about the item sold; such knowledge is presumed sufficient if the contract specifies the product and its essential characteristics.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

- If the contract affirms the buyer’s awareness, the latter may only seek annulment on grounds of fraud.

Civil law doctrine maintains that mere identifiability of the contractual object is insufficient for validity unless accompanied by an understanding of its core attributes. The legislator requires that knowledge of these attributes be attained prior to or at the moment of contract formation. A lack of such knowledge constitutes a defect in consent, warranting voidability¹³.

Despite Article 352's recognition of the need for substantive knowledge, it remains insufficient as a comprehensive foundation for the disclosure obligation, particularly in the context of evolving commercial practices¹⁴. Hence, the enactment of consumer protection legislation aimed at institutionalizing disclosure as a normative pillar of contractual fairness.

B. Codification of the Disclosure Obligation in Consumer Protection Law

The legislative entrenchment of the duty of disclosure within the Algerian legal system is most explicitly articulated in Law No. 09-03 of February 25, 2009, pertaining to Consumer Protection and the Repression of Fraud, a cornerstone statute that reconfigures the relationship between economic operators and end consumers through a paradigm of proactive informational transparency¹⁵. Articles 17 and 18 of this statute serve as the normative fulcrum for the supplier’s disclosure obligations, thereby operationalizing a legal model wherein consumer awareness is no longer incidental but structurally imperative to contractual legitimacy.

Article 17 imposes a non-derogable obligation upon all economic actors—whether producers, importers, manufacturers, wholesalers, retailers, or artisans—to furnish consumers with comprehensive and intelligible data related to the goods or services they offer. This obligation must be fulfilled through one or more recognized modalities, namely labeling, marking, or any other appropriate means, thereby allowing for a flexible, yet standardized, dissemination of product-specific information. Such inclusivity in the means of communication underscores the legislator’s intent to capture both traditional and technologically mediated modes of consumer engagement, particularly in light of the digitization of market interactions.

Executive Decree No. 13-378 of October 9, 2013, which serves as the implementing regulation for the above statutory provisions, further refines and specifies the operational parameters of this obligation. Article 3 of the Decree offers a functional definition of product-related information, encompassing all content addressed to the consumer—whether through physical labels, affixed documentation, electronic interfaces, or even oral communication—so long as it is capable of influencing the consumer's understanding of the product and facilitating an informed purchasing decision. This broad definitional scope reflects the decree’s anticipatory nature, accommodating the fluidity of commercial mediums and the diversity of consumer interactions across analog and digital spaces.

The holistic logic of Law No. 09-03 and its decree of application is grounded in the recognition of an enduring information asymmetry that structurally disadvantages the consumer within the transactional matrix. By imposing a legal duty to disclose at the precise moment when the consumer is most vulnerable—i.e., at the threshold of contractual engagement—the legislator seeks to neutralize the epistemic dominance of the economic operator, thereby fostering an environment of transactional fairness and legal equilibrium.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

Importantly, this obligation is not merely procedural; it is substantively protective, as it enables consumers to appraise not only the aesthetic or utilitarian attributes of a product, but also its safety parameters, technical specifications, associated risks, pricing structures, and terms of redress. The duty to disclose thus becomes a constitutive element of contractual morality and market discipline.

Through this codified framework, Algerian consumer law aligns with international best practices in consumer protection, particularly those grounded in European Union directives and UNCTAD guidelines, thereby situating itself within a transnational normative discourse. Nonetheless, the ultimate efficacy of this legal regime hinges on robust enforcement, judicial recognition of informational violations, and an institutional culture that places the consumer’s right to know at the center of economic regulation.

C. Disclosure Under Law No. 04-02 Governing Commercial Practices

Within the overarching architecture of Algerian consumer law, Law No. 04-02¹⁶ governing commercial practices occupies a pivotal locus in delineating the substantive and procedural obligations of commercial actors vis-à-vis the duty of disclosure. Article 8 of this legislative instrument enshrines a mandatory, precontractual information obligation whereby the seller is compelled to disclose, through any appropriate communicative modality, truthful and unambiguous information concerning the intrinsic features of the product or service, the conditions under which the transaction is to be executed, and the foreseeable contours of contractual liability.

This provision reflects an axiological shift in consumer protection philosophy—from a purely consensualist approach premised on formalistic contract validity, toward a functionalist paradigm anchored in material transparency and informational equilibrium. The legislative emphasis on accuracy and veracity in disclosures imposes a correlative duty of diligence and good faith on the professional supplier, thereby precluding any informational omissions or manipulations that may vitiate the consumer’s volitional autonomy. In effect, this shifts the traditional doctrinal burden from the consumer’s duty to inquire, to the supplier’s affirmative duty to inform, recalibrating the epistemic dynamics of the contractual interaction.

The law’s stipulation that such disclosures be provided *prior* to the conclusion of the sale is particularly significant. It transforms information from a post-sale marketing tool into a substantive prerequisite for contract formation. The failure to disclose material terms prior to agreement formation may thus constitute not merely an ethical lapse but a legally actionable omission with potential implications for the contract’s validity, enforceability, or subsequent annulment. Moreover, the law’s openness to “any means”¹⁷ of disclosure accommodates the evolving nature of commerce, particularly in digital and transnational contexts, where rigid communication formalities may be impracticable or obsolete.

By embedding disclosure as a central tenet within its regulatory corpus, Law No. 04-02 endeavors to harmonize commercial practice with principles of consumer sovereignty, transparency, and trust. It posits that genuine economic freedom in consumer transactions is unattainable absent full informational symmetry. Consequently, this legal framework does not merely reactively sanction fraudulent concealment or misrepresentation but proactively institutionalizes transparency as a legal norm.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

Furthermore, this obligation must be construed in conjunction with other legislative instruments such as Law No. 09-03¹⁸ and Executive Decree No. 13-378¹⁹, thus forming an interlocking regime of consumer protection. The cumulative effect of these provisions constructs a jurisprudential edifice in which the duty to disclose is no longer a peripheral accessory to commercial transactions but rather a central and indispensable prerequisite to their legitimacy.

In this vein, Algerian consumer law aligns itself with comparative legal systems that recognize the duty of disclosure as a pillar of substantive fairness in contract law, bridging the informational asymmetries that pervade modern market economies. The scope and enforceability of such disclosure mechanisms, however, ultimately hinge on institutional rigor, regulatory vigilance, and the internalization of consumer-centric ethics by market actors.

Title III: Oversight of Compliance with the Duty of Disclosure

3.1 Regulatory Supervision and Enforcement Outcomes

This section examines the empirical results of economic oversight and anti-fraud enforcement activities concerning violations of the duty of disclosure within the national market during the first half of 2023.

Table N°1. Distribution of Regulatory Violations Related to the Duty of Disclosure in the Algerian Market

Violation Type	Number	Percentage (%)
Failure to disclose prices and tariffs	24,934	30%
Failure to publicize legal identification data	22,712	27%
Other commercial violations	15,976	19%
Absence or non-compliant invoicing	6,806	8%
Commercial activity without registered premises	5,785	7%
Omission from the commercial registry	3,550	4%
Obstruction of regulatory oversight	3,419	4%

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

Engaging in illegal pricing practices	309	1%
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Source: Official Website of the Ministry of Commerce (Algeria)

A diachronic comparison of regulatory enforcement outcomes pertaining to Algeria’s consumer market reveals a significant uptick in violations related to the statutory duty of disclosure between the first semester of 2023 and the corresponding period in 2022²⁰. This trendline is not incidental; rather, it appears to be the product of a deliberate recalibration in the regulatory apparatus, marked by a dual strategy of intensified field inspections and the institutionalization of more stringent punitive frameworks²¹. Regulatory authorities, emboldened by revised mandates and operational directives, appear to have embraced a more proactive posture in monitoring economic conduct, especially in relation to consumer-facing practices²².

The statistical manifestation of this intensification is observable across multiple axes of regulatory concern, with notable spikes in recorded noncompliance, especially among small and medium-sized enterprises operating in retail and semi-formal commercial sectors. The regulatory data—collected and disseminated by the Ministry of Commerce²³—clearly indicate that the obligation to disclose fundamental transactional elements, including prices, product characteristics, and supplier identity, continues to be the most frequently violated category of consumer protection law. In particular, the failure to disclose prices and tariffs has emerged not merely as an episodic breach, but rather as a systemic pathology embedded within the commercial fabric of the Algerian marketplace²⁴.

This form of infringement poses acute implications for market transparency and consumer trust. The concealment or omission of pricing data distorts competition, impedes rational consumer decision-making, and undermines the very foundation of informed consent—an indispensable pillar in both classical and modern contract theory. The failure to post prices visibly and legibly is not a trivial infraction; it constitutes a direct contravention of Article 4 of Law No. 04-02 on commercial practices and simultaneously violates core provisions in Law No. 09-03 on consumer protection and fraud repression²⁵. When viewed through this doctrinal lens, the prevalence of such infractions signals a broader crisis of regulatory compliance and market discipline.

Closely trailing this dominant infraction is the failure to publicize mandatory legal identification information, such as trade registry numbers, fiscal identification codes, and the physical address of the economic operator. The non-disclosure of such foundational data effectively anonymizes the transactional actor, depriving consumers of recourse in the event of a dispute and significantly hampering the state’s ability to impose liability or initiate sanctions. This opacity is particularly problematic in the context of digital transactions, where physical absence further compounds the asymmetry of information and power.

To better understand the structural persistence of these violations, one must interrogate both the economic logic and behavioral incentives underlying non-compliance. Many traders and service providers appear to weigh the cost-benefit calculus of evasion in their favor, rationalizing the risk of being fined as a lesser evil compared to the perceived loss of competitive advantage that full disclosure might entail. In other words, opacity is used strategically—as a market tool to exploit consumer uncertainty, manipulate pricing elasticity, and evade comparative benchmarking.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

The situation becomes even more pronounced during high-consumption periods, such as the holy month of Ramadan. During the second ten-day interval of Ramadan in 2024, regulatory agencies documented an alarming escalation in disclosure-related violations, with 5,294²⁶ distinct infractions attributed specifically to the failure to inform consumers of applicable prices and tariffs. This phenomenon is reflective of opportunistic behaviors that tend to flourish under the conditions of elevated demand and consumer urgency. Ramadan, with its socio-economic particularities, creates a uniquely high-pressure marketplace wherein regulatory oversight becomes both more challenging and more essential.

From a policy standpoint, the recurrence and intensification of such violations during Ramadan suggest that Algeria's regulatory institutions may benefit from implementing seasonal enforcement strategies, tailored specifically to periods of heightened market volatility. These could include preemptive disclosure campaigns, real-time digital monitoring systems, and enhanced inter-agency coordination, particularly between municipal inspection units, consumer associations, and national regulatory bodies.

Moreover, the persistent nature of these violations invites a deeper critique of institutional capacity and deterrence thresholds. While current sanctions—ranging from administrative warnings to monetary fines—may be formally codified, their practical deterrent effect appears insufficient. The recurrence of violations by the same categories of economic actors implies a level of regulatory fatigue or circumvention. A more robust enforcement architecture may therefore be necessary, one that includes the possibility of temporary closures for repeat offenders, public naming and shaming mechanisms, and even penal sanctions in cases of egregious or willful deception.

Additionally, Algeria could draw inspiration from comparative jurisdictions that have successfully leveraged technology-driven compliance frameworks. For example, the integration of QR codes on product labeling, which link consumers directly to digital repositories of pricing and legal information, has been adopted in countries such as South Korea and Estonia. Such measures not only enhance transparency but also empower consumers with immediate access to verifiable data.

Beyond enforcement, consumer education remains a vital component of any disclosure regime. Regulatory effectiveness is significantly amplified when consumers themselves become vigilant participants in the oversight ecosystem. Public awareness campaigns, school curricula on consumer rights, and mass media programming focused on market literacy can create a culture of informed demand. In this regard, civil society organizations and consumer protection associations have a crucial role to play—not merely as watchdogs, but as agents of public pedagogy.

In summation, the comparative analysis of regulatory enforcement between the first semesters of 2022 and 2023 reveals not only a quantitative increase in oversight activity but also a qualitative evolution in the typology of violations and their socio-economic embeddedness. The continued dominance of disclosure-related infractions—both in standard commercial contexts and during peak periods like Ramadan—suggests the persistence of structural opacity within Algerian markets. While legislative instruments such as Law No. 04-02 and Law No. 09-03 provide a robust normative foundation²⁷, the translation of these norms into behavioral compliance remains uneven and incomplete.

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

To address this regulatory deficit, Algeria must adopt a multi-dimensional strategy that incorporates enhanced inspectional vigor, legislative recalibration, digital enforcement tools, and consumer empowerment mechanisms. Only through such an integrated approach can the country hope to transform disclosure from a formalistic obligation into a lived legal reality, one that reinforces market integrity, contractual justice, and the broader public interest.

Conclusion:

The Algerian legislator has undertaken substantial normative efforts to institutionalize the consumer’s right to precontractual and contractual disclosure, primarily through a dense legislative framework encompassing civil, commercial, and consumer protection law. This commitment seeks to ensure that consumers engage in transactional decisions under conditions of transparency, legal certainty, and informational parity. The legal obligation to inform—particularly in relation to product characteristics, pricing structures, service modalities, and contractual terms—constitutes a fundamental safeguard not only for the integrity of the contracting process but also for the realization of equitable market dynamics. The duty of disclosure thus serves a dual purpose: facilitating informed consent and correcting the inherent asymmetries that characterize relations between economically dominant suppliers and structurally vulnerable consumers.

However, despite the robustness of the legislative architecture, the effective realization of this protective mandate remains hindered by persistent gaps in enforcement and compliance. In practice, a significant number of economic operators continue to circumvent disclosure obligations by omitting critical information, failing to display pricing details, or resorting to deceptive advertising tactics. This regulatory evasion persists even in the presence of active market surveillance mechanisms and administrative sanctions. The empirical data on regulatory oversight in 2023 illustrates that the most frequent infringement remains the failure to disclose prices and tariffs—an infraction that not only violates consumer rights but also distorts market transparency.

Moreover, while regulatory authorities and inspection agents exert notable efforts to monitor compliance, their capacity remains constrained by resource limitations and the evolving sophistication of commercial practices, particularly in digital environments. In parallel, consumer protection associations have emerged as critical actors in this ecosystem, fulfilling both preventive and corrective functions. Their work in raising consumer awareness—especially through digital media—and initiating legal interventions before competent authorities significantly contributes to promoting a culture of consumer vigilance and legal empowerment.

Accordingly, in order to translate the legislator’s protective intentions into tangible market realities, a multi-pronged strategy must be adopted—one that reinforces both institutional enforcement and societal awareness. Thus, we recommend the following policy and regulatory measures:

- **Continuous Sensitization of Economic Operators:** Targeted educational and regulatory campaigns must be implemented to remind suppliers and service providers of their legal obligations concerning disclosure, emphasizing both their legal responsibilities and the long-term reputational value of transparency.
- **Empowerment of the Consumer:** Public authorities, NGOs, and media platforms should collectively work to inculcate a culture of proactive consumerism, whereby individuals are not only

“The Legal Guarantee of the Consumer’s Right to Information in Mitigating Risks of Commercial Fraud”

aware of their right to information but are also equipped to assert it. Consumers should be encouraged to report violations and avoid passive acceptance of non-disclosure.

- **Reinforcement of Oversight and Sanctions:** Regulatory agencies must intensify inspection campaigns, especially in sectors with high rates of infringement. Penalty structures should be re-evaluated to ensure proportionality and deterrent efficacy. Additionally, enhanced use of digital monitoring tools and AI-driven compliance tracking could modernize supervisory mechanisms.

Ultimately, the efficacy of the duty to disclose as a pillar of consumer protection depends not solely on its legislative articulation but on the synergy between legal enforceability, market ethics, and civic engagement. A transparent and accountable marketplace is only possible when both suppliers and consumers operate within a framework of reciprocal responsibility and institutional integrity.

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