



The Role of Criminal Law in Activating Consumer Protection

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Abstract

The penal policy of the Algerian legislator plays an important role in protecting individuals against any prejudice to their safety, health, or property. In addition to the provisions of the penal code, legislators have special laws that achieve the same purpose, the most important of which is the Consumer Protection Law. This is to protect the consumer as the weak party in the relationship with producers. . This requires the existence of deterrent rules that prevent this party's interest in any way compromised.

Accordingly, through this study, we will shed light on the role of legal mechanisms in protecting the consumer by clarifying the most important obligations that the legislator imposes on the product, whether in terms of media, commitment to conformity, or commitment to guarantee and the penalties established in case of violation of them.

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Introduction:

Consumer contracts have become standardized and model-based, pre-drafted and prepared by a specialized team. These terms are subsequently used in contractual relationships, regardless of the other contracting party. The fundamental principle in contract formation is that contracts are concluded after negotiations between the contracting parties in an atmosphere of complete freedom, with each party understanding their rights and obligations on an equal footing, according to the principle of contractual freedom. However, in contracts between economic entities and consumers, considering the wholesale production and distribution of goods and products and the complexity of the distribution chain, the principle of contractual equality between the parties is disrupted. This imbalance favors economic entities over consumers, making these terms arbitrary by providing excessive advantages to economic entities at the expense of consumers.¹ In response, Algerian legislation has provided legal protection for consumers to safeguard the interests of the weaker parties and uphold principles of fairness and justice in various legal and social relationships. The legislative efforts aim to protect consumer interests as they are considered the weaker party in economic relationships with economic operators.² Several mechanisms and possibilities have been deployed to protect consumer interests, resulting from international initiatives and subsequently implemented and enacted by Algerian legislation in various national laws. These mechanisms are essentially preventive in nature, aiming primarily to establish consumer protection against various risks. This raises the question: What is the role of the law in establishing mechanisms to protect consumers?

This issue leads to several sub-questions, such as:

- What obligations does the legislator impose on economic operators and economic assistants as mechanisms for consumer protection?
- What is the stance of different comparative legal systems regarding the activation of protection mechanisms?

To address these questions, the research topic will be divided into two axes. In the first axis, we will discuss the commitment to information and the commitment to conformity. In the second axis, we will explore the commitment to safety and the commitment to warranty.

Despite the drawbacks, there is an urgent need for a criminal base as an effective means to achieve the desired goal of regulating economic activity, given the current growth

¹ Othmania Lakhmisi, *The Globalization of Criminalization and Punishment*, Houma House for Printing, Publishing and Distribution, Algeria, second edition 2008, p. 152.

² Issam Afifi Abdel Basir, *The Criminal Rule on Blank*, A Comparative Study in Positive Law and Islamic Criminal Jurisprudence, previous reference, p. 19.

of economic cunning and intelligence. This is confirmed by the therapeutic nature and deterrent penalties for actions targeted by economic policies. Despite the attempts of civil and ordinary administrative protection to crystallize the legal regulation of the economic field, it is not sufficient to ensure the efficiency and effectiveness required by the economic transaction field. In the context of ensuring efficiency and effectiveness, a range of obligations imposed by consumer protection law will be discussed, with violations leading to a variety of criminal penalties, including both primary and complementary penalties.

Axis One: Commitment to Information and Compliance

In order to ensure effective consumer protection, the economic operator bears a set of obligations. It is incumbent upon them to inform the consumer about the products and services offered for consumption¹. Additionally, they must commit to ensuring that the goods or services comply with the legally established specifications. This will be discussed in the following:

First: Commitment to Information

The French judiciary played a significant role in discovering this commitment based on certain provisions in civil law. Jurisprudence recorded the commitment to information, dictated by considerations of trustworthiness and integrity in transactions. It was derived from court rulings. In addition to the general commitment to information placed on professionals, specific obligations regarding information were imposed by laws and regulations. These obligations are related to certain mandatory data, accompanied by strict penalties aimed at ensuring the highest level of accuracy in the provided information.

The harm resulting from a breach of the commitment to information should be punished under the principles of tort liability, as long as the matter involves an error committed by the contractor outside the contract's execution framework. Consequently, it falls under Article 1382 of the French Civil Code². Some interpreted this commitment by referring to the theory of hidden defects, especially fraud and mistake³, based on Article 1116 of the French Civil Code. Fraud was allowed in the mid-century, with conditions being intentional and motivated by the contract, so if the contractor was aware of the incident, they wouldn't have entered into the contract.⁴

¹ Ihab Al-Rousan, Characteristics of Economic Crime: A Study of the Concept and Its Elements, Faculty of Law and Political Science in Tunis, Notebooks of Politics and Law, seventh issue, June 2012, p. 09

² Muhammad Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, Dar Al-Kitab Al-Hadith, edition 2006-1426, p. 63.

³ There are some provisions that are based on error, and the contract is void based on the text of Article 1110 Civil, provided that failure to notify leads to a mistake in a fundamental characteristic of the thing.

⁴ There are provisions that linked the obligation to inform and the text of French Civil Code Article 1135, which requires the presence of good faith when concluding a contract, as well as when implementing it, corresponding to Article 107 of the Algerian Civil Code, and there are other provisions that held that breach of this obligation is considered a breach of the text of Article 1147 related to compensation for Breach of the obligation to implement corresponding to Article 176 of the Algerian Civil Code.

The Algerian legislator adopted this judicial precedent in Articles 86, paragraph 02, and 125.¹ Arab jurists did not extensively discuss the content of this commitment², possibly due to a lack of perceived need³. However, with the emergence of consumer protection movements, the focus on legal means of protection increased, with commitment to information being a crucial aspect. Some jurists considered the commitment to information as an application of the theory of latent defects⁴. There is a recognized legal divergence in France in establishing the commitment to information, especially in contractual law, relying on Article 1135 of the French Civil Code⁵. Similarly, in Algerian law, Article 86, paragraph 02, of the Civil Code recognized the commitment to information, allowing the contracting party to demand the annulment of the contract and compensation based on tort liability, not contractual liability.⁶ In addition to the previous text on the commitment to provide information in the sales contract, the legislator requires in Article 352 of the Algerian Civil Code that the buyer be sufficiently informed about the sale, and what the seller has given to the buyer regarding the annulment of the contract due to insufficient knowledge. It is noteworthy that the judgment of the previous article is derived, like its counterpart, from Article 419 of the Egyptian Civil Code, from the provisions of the Islamic Sharia's "choice of vision,"⁷ which did not rely solely on vision as the only way to acquire knowledge about the sale⁸. It recognized two other methods: the description provided by the seller and the buyer's acknowledgment that he is aware of the sale, except in cases of seller

¹ They correspond to Articles 144 of the Jordanian Civil Law and Article 152 of the Kuwaiti Civil Law, which were very successful in formulating this obligation, calling it the duty of honesty or frankness.

² Dr. Al-Sanhouri Abdel-Razzaq, *Al-Waseet fi Sources of Commitment*, Volume One, Al-Halabi Legal Publications, Beirut 1998, p. 347

³ Sometimes the law may stipulate that the consumer himself is deemed to be obligated to inform, and makes him vulnerable, in the event of his concealment or false statement, to the penalty of invalidation of the contract in accordance with Article 21 of Order 07-95 relating to insurances.

⁴ The matter involved paint prepared for use in a wine bucket, and although the seller knew that it would change the taste of the wine and make it unfit for consumption, he did not inform the buyer. The matter also involved pipes that the buyer wanted to use in a cold mountainous area. Then it turned out that they were from The type in which water freezes

⁵ Dr. Mohamed Boudali, *Consumer Protection in Comparative Law*, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 65.

⁶ The right to compensation is based on the rules of tort liability in accordance with Article 124 of Order No.: 75-58 dated: Ramadan 20, 1395 corresponding to: September 26, 1975, containing the amended and supplemented Civil Code, Official Gazette, Issue No. 78 dated: 09-30- 1975, and the claim for compensation here is independent of the claim for nullification of the contract, especially in terms of the statute of limitations, as the first suit is subject to the statute of limitations stipulated in Article 133 of the Algerian Civil Code, while the second suit is subject to the double statute of limitations stipulated in Article 101 of the same law.

⁷ The choice, as Al-Kasani says, and he is a Hanafi, is the choice between annulment and approval

⁸ The options according to Muslim jurists are the option of condition, the option of defect, the option of seeing, and the option of describing or missing the desired description.

fraud¹. In this, Islamic jurisprudence aligns with the judicial trend in France, which tends to establish the commitment to information based on the defect of error.

As for contractual commitment to information, French courts have relied on its existence based on Article 1135 of the French Civil Code, which corresponds to Article 107(2) of the Algerian Civil Code². However, laws and regulations sometimes specify the aspects of information that professionals must provide to consumers. These obligations are described as mandatory and are accompanied by penalties for violations. There are official bodies³ that oversee the enforcement of legislative and regulatory texts on this subject, forming an important part of the overall economic system⁴. They involve informing consumers about the elements and characteristics of products and services, such as commitment to labeling. The French legislator was more explicit about this commitment in Article 111(1) of the Consumer Protection Act⁵, and its presence in Algerian law can be inferred from Articles 01, 02(3), and 21 of the repealed Law 02-89,⁶ corresponding to Articles 17 and 18 of the Consumer Protection and Anti-Counterfeiting Law.⁷ Article 17 of Law 03-09 stipulates that every participant must inform the consumer of all information related to the product intended for consumption through labeling or any other appropriate means. The conditions and methods of implementing the provisions of this article are specified by regulation. In this regard, Executive Decree No. 367-90 on the labeling of food products was issued, later amended and complemented by Executive Decree No. 484-05.⁸

¹ The option of sighting is a right whereby the contracting party has the right to cancel the contract or proceed with it upon seeing its place if he did not see it at the time of the contract or before it.

² The Islamic legislator has granted the right to cancel, if he suspects a mistake by the contracting party, due to the possibility of his mistake, which is the case of buying something that he did not see.

³ The buyer, so Islamic jurisprudence gave the right of choice to the one who bought what he did not see, based on what was narrated on the authority of the Messenger of God, may God bless him and grant him peace, that he said, "Whoever buys something that he has not seen has the choice if he sees it." It was narrated by Al-Bayhaqi and Al-Daraqutni, and their doubles, on the authority of Abu Hurairah, and that ignorance of the description affects satisfaction, so it necessitates a defect in it. Lack of satisfaction necessitates a choice

⁴ What is meant by sighting here is to determine the situation by which the original intent of the item sold is known, not just looking at it

⁵ The legality of this was to ensure that consent to the contract was based on sound knowledge, and here it is established by the law to refute a deficiency in the knowledge upon which consent was based, or to prevent deception or ignorance of its validity.

⁶ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 67.

⁷ Order No.: 75-58 dated: Ramadan 20, 1395 corresponding to: September 26, 1975, containing the amended and supplemented Civil Code, Official Gazette, No. 78 dated: 09-30- 1975.

⁸ These are the interests of quality control and fraud suppression

The legislator imposed labeling for the purpose of informing the consumer about some products, especially in Algerian law, such as labeling for food products¹ and non-food household products². According to Article 06 of Decree No. 367-90,³ labeling includes statements, instructions, factory or trademarks, images, and symbols associated with a specific food item, placed on packaging, document, sign, card, seal, or tag accompanying or related to the food item. For non-pre-packaged food items, consumers are informed through a specific label recorded on a sign or similar means⁴. For pre-packaged food items, information is provided through a card within the packaging in addition to the specific label.⁵

Decree No. 367-90, Article 06, specifies mandatory information that food labeling must include, such as the list of spices⁶, net quantity expressed in the metric system, manufacturing date, “made in” statement⁷, and the maximum consumption expiry date as “expired in”⁸. Despite the legal obligation to include this information in the label, the law allows, under certain circumstances, the omission of some details upon request sent to the relevant ministry⁹.

The information on food products is further enhanced by the issuance of Executive Decree No. 25-92, which regulates the use of additives in food products¹⁰, as well as

¹ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 76.

² Which stipulates that every professional who sells money or provides services must, before concluding a contract, put the consumer in a position that allows him to know the basic characteristics of the money or service.

³ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

⁴ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁵ Executive Decree No. 367-90 of Rabi' al-Thani 22, 1411 corresponding to November 10, 1990, relating to the labeling and display of food commodities, amended and supplemented by Executive Decree No. 484-05 of December 22, 2005.

⁶ Executive Decree No. 367-90 of Rabi' al-Thani 22, 1411 corresponding to November 10, 1990, relating to the labeling and presentation of food commodities, amended and supplemented by Executive Decree No. 484-05 of December 22, 2005 and Executive Decree No. 30-92 of January 20, 1992. It relates to the characteristics and presentation of coffee types, especially Article 19

⁷ Executive Decree No. 366-90 of Rabi' al-Thani 22, 1411 corresponding to November 10, 1990, relating to product labeling Household non-food items and their display

⁸ This is the case, for example, with regard to the specifications of pre-packaged drinking water and the methods of displaying it in accordance with the Ministerial Resolution of July 26, 2000, in addition to the general data required by Decree No. 367-90 of Rabi' al-Thani 22, 1411, corresponding to November 10, 1990, relating to the labeling of food commodities. Its presentation is amended and supplemented by Executive Decree No. 484-05 of December 22, 2005. Special data are added, whether for the labeling of natural mineral waters or for the labeling of source waters that have been pre-packaged in accordance with Articles 08, 12 and 13 of the decision.

⁹ One of the cases of necessity is the fear of the spread of manufacturing secrets and the resulting damage to the professional, especially the manufacturer, by his competitors. An industrial secret is defined as every industrial method secretly applied in an industry, even if it does not rise to the level of a patentable invention.

¹⁰ This is the decree dated January 13, 1992

ministerial decisions related to the consumption of specific substances and peculiar food items.¹

Labeling serves various purposes, such as ensuring the health, safety, and security of individuals, especially for pharmaceutical products², cosmetics, physical cleaning products³, dangerous products⁴, and manufactured or imported used textile materials⁵, and material that has contact to food in general⁶. It also aims to guarantee the accuracy of the presentation and integrity in transactions⁷, as seen in textile materials, rubber tires⁸, and plants⁹.

Labeling can also draw the buyer or consumer's attention to a distinctive feature of the product, as seen in pre-packaged drinking water, fresh unpackaged vegetables and fruits¹⁰. Article 4 of the Lebanese Professional Law emphasizes the obligation to provide consumers with accurate and comprehensive information¹¹. Additionally, labeling by professionals is considered a positive act. Conversely, there is a negative commitment not to use fictitious labels that may deceive consumers and lead them into error¹².

¹ Article 11 of the Joint Ministerial Decision of November 29, 1997 relating to the technical characteristics of vinegar and the methods and conditions for making it available for consumption, and the Joint Ministerial Decision of September 19, 1999 specifying the rules for preparing minced meat upon request and placing it for consumption.

² This is what was stipulated in Article 2 of the joint ministerial decision dated January 4, 1996, specifying the conditions and methods for presenting and affixing the coupon to pharmaceutical products.

³ Executive Decree No. 41 92 of January 4, 1992 determines the conditions for the production, conditioning and marketing of cosmetics and physical cleaning materials in the national market and the methods for doing so, especially Articles 10, 11 and 12.

⁴ A joint ministerial decision dated December 28, 1997 specifies a list of consumer products that are toxic in nature or that pose a special danger, as well as lists of chemical substances whose use in manufacturing these products is prohibited or regulated.

⁵ A joint ministerial decision dated April 16, 1997 regarding the conditions for the import and marketing of manufactured and used textile materials and their methods, especially Article 7 thereof.

⁶ Executive Decree No. 04-91 of January 19, 1991 relating to materials intended for contact with food and preparations for cleaning these materials.

⁷ Joint Ministerial Decision dated April 16, 1994 relating to the conditions for importing and marketing manufactured and used textile materials and their methods, as amended by a Joint Ministerial Decision dated January 31, 2001.

⁸ Ministerial decision dated April 25, 2001 relating to the specifications of rubber tires for vehicle wheels and trailers and how to put them for consumption.

⁹ Resolution of May 21, 1995 specifies a list of potato and grain varieties and types of fruit trees permitted for production and marketing.

¹⁰ Executive Decree No. 284-93 of November 23, 1993 relating to the regulation of seeds and seedlings.

¹¹ Article 19 of the Joint Ministerial Decision dated January 8, 1994, relating to the quality and presentation of fresh fruits and vegetables intended for consumption, required the provision of data for the information of consumers, especially through banners, hoardings, advertisements, or appropriate labels, which are the name of the variety and the name of the type, when this statement appears on the packages. Or attached documents.

¹² Ghassan Rabah, *The New Consumer Protection Law: Principles, Means, and Prosecution with a Comparative Study*, Beirut, First Edition 2006-1426, p. 110 This is what was stipulated in Article 08 of Executive Decree No. 366-90 dated 22 Rabi' al-Thani 1411 corresponding to November 10, 1990 regarding the labeling and display of non-food household products, and Article 13 of Executive Decree No. 367-90

As for informing the consumer about the elements and characteristics of services, it is more challenging to provide¹. The legislator takes strict measures to ensure the quality-of-service performance, such as regulating the conditions for joining professions that provide services, as required for professional qualification, and financial guarantee². The legislator also ensures the regulation of the conditions for practicing these services, requiring the submission of commercial documents and the possession of a card or professional certificate³. This is applicable, for instance, to craftsmen⁴, pharmacists⁵, lawyers⁶, etc.

Additionally, the Algerian legislator distinguishes between product labeling and service labeling in Article 02 of Executive Decree No. 39-90 on quality control⁷ and Article 21 of the repealed Law 02-89.⁸ The legislator mandates that labels and their various details must be written in the Arabic language, as stipulated in Article 18 of Law No. 03-09 on consumer protection and anti-counterfeiting⁹. It specifies, "It must be written primarily in the Arabic language," whether for labeling non-food household

dated 22 Rabi' al-Thani of the year 1411, corresponding to November 10, 1990, relating to the labeling and presentation of food commodities, as amended and supplemented by Executive Decree No. 484-05 of December 22, 2005.

¹ Muhammad Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 80.

² Executive Decree No. 257-98 of August 25, 1998 sets the conditions and methods for establishing and exploiting Internet services.

³ An example of this is the law imposed on official translators and translators to maintain accounting documents, pursuant to Executive Decree No. 292-96 of September 2, 1996, which regulates the accounting of official translators and translators and determines the methods of paying fees for their services.

⁴ Executive Decree No. 143-97 of April 30, 1997 determining the form and content of the professional card for the craftsman, extracted from the register of traditional industry and crafts, and Executive Decree No. 340-95 of October 30, 1995, which specifies the conditions for granting insurance brokers accreditation and professional eligibility and withdrawing it from them, and rewarding and monitoring them, especially Article 5 of it

⁵ Article 198 of Law 05-85 relating to the protection and promotion of health, which corresponds to Article 514 of the French Health Code.

⁶ This is what was stipulated in Article 53 of the decision dated September 4, 1995, which included approval of the bylaws of the legal profession, including one or more pages bearing, in addition to his capacity as a certified lawyer, his name and title.

⁷ Executive Decree No. 39-90 of 01-30-1990 relating to quality control and suppression of fraud

⁸ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

⁹ Law No. 03-09 dated 29 Safar 1430 AH corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud, Official Gazette No. 15 dated 03-08-2009.

products¹, food items², additives³, rubber tires⁴, slaughtered poultry⁵, cosmetic and hygiene products⁶, used textile materials, or imported goods⁷.

Undoubtedly, the primary objective of this is to defend and protect the Arabic language⁸. Violating this condition constitutes the crime of illegal labeling punishable under Article 28 of the repealed Law 02-89.⁹ In addition, it involves the seizure of products subject to the violation according to the provisions of Article 21. As for the penalties for non-labeling or illegal labeling, a review of previous decrees and decisions addressing labeling suggests that they refer to the provisions of the repealed Law 02-89 regarding the penalties for lack of labeling or illegal labeling, especially Articles 21 and 29.¹⁰ These penalties include:

1. Seizure of products lacking proper labeling or bearing illegal labels: Article 21 of Law 02-89 provides for the immediate seizure of products lacking proper labeling or bearing illegal labels. This serves as a preventive measure within the framework of administrative control specified in Article 14 of the same law, now replaced by Article 57 of the Consumer Protection and Anti-Counterfeiting Law. The seizure is based on a decision issued by the competent authority. In addition to immediate seizure, Algerian legislation considers the act of non-labeling or illegal labeling itself as an offense, without causing harm to anyone. It is deemed a violation, and the legislator prescribes

¹ This is what was stipulated in Article 04 of Executive Decree No. 366-90 dated 22 Rabi' al-Thani 1411 corresponding to November 10 1990 regarding the labeling and display of non-food household products.

² Article 05 of Executive Decree No. 367-90 of Rabi' al-Thani 22, 1411 corresponding to November 10, 1990, relating to the labeling and presentation of food commodities, as amended and supplemented by Executive Decree No. 484-05 of December 22, 2005.

³ Article 6 of Executive Decree No. 25-92

⁴ Article 9 of the joint ministerial decision dated April 25, 2001

⁵ Article 13 of the Joint Ministerial Decision of May 26, 2001 amending and supplementing the Joint Ministerial Decision of July 2, 1995.

⁶ Article 10 of Executive Decree No. 41-92

⁷ Article 7 of the Joint Ministerial Decision dated April 16, 1997

⁸ This is considered an extension of the various legal texts that have been issued so far to defend the Arabic language from competing with the French language, most notably Law No. 05-91 of January 16, 1991, which includes the generalization of the Arabic language, and Legislative Decree No. 02-92 relating to the application of the previous law, as well as Presidential Decree No. 303-92 and Order No. 30-96 amending and supplementing Law No. 05-91

⁹ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

¹⁰ For example, Article 14 of Executive Decree No. 367-90 of Rabi' al-Thani 22, 1411 corresponding to November 10, 1990, relating to the labeling and display of food commodities, as amended and supplemented by Executive Decree No. 484-05 of December 22, 2005, which stipulates that he shall be punished when violating the provisions of this decree by applying the penalties stipulated in Law No. 02-89. Likewise, what was stipulated in Article 9 of Executive Decree No. 366-90 dated 22 Rabi' al-Thani 1411 corresponding to November 10, 1990, relating to the labeling and display of non-food household products, and Article 18 of Executive Decree No. 41-92 specifying the conditions for the production of cosmetics. The physical cleaning, adaptation and marketing in the national market

a specific penalty for it, which is imprisonment for 10 days and a fine or one of these penalties.

2. Article 78 of the Consumer Protection and Anti-Counterfeiting Law stipulates a fine ranging from 100,000 DZD to 1,000,000 DZD for anyone who violates the obligation of product labeling as specified in Articles 17 and 18 of this law. Moreover, it is considered a criminal offense if it results in death, partial disability, or permanent disability. In such cases, the perpetrator is subject to the penalties for unintentional killing and injury specified in Articles 288 and 289 of the Penal Code¹.

Secondly: Compliance Commitment

Article 03 of Law 02-89 stipulates that the product or service offered for consumption must meet the approved standards and the legal and regulatory specifications that concern and distinguish it...² This has been replaced by Article 11 of Law 03-09,³ which states the following: "Every product offered for consumption must meet the legitimate desires of the consumer in terms of its nature, category, origin, basic features, composition, necessary component proportions, identity, quantities, usability, and the risks arising from its use." The product must also respond to the legitimate desires of the consumer regarding its source, expected results, and regulatory features concerning its packaging, manufacturing date, maximum consumption date, usage instructions, storage conditions, and related precautions, as well as the control measures applied to it.

In the majority of countries, public authorities have been compelled to restrict the principle of freedom of trade and industry. They have implemented measures aimed at ensuring the conformity of products and services to the legitimate desires of consumers. Among these measures, certain professions and activities have been subject to specific conditions, such as law⁴, medicine and pharmacy⁵, engineering⁶, travel agencies⁷, insurance intermediation⁸, ship agency, cargo agency, and maritime

¹ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

² Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

³ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁴ Article 9 of Law No. 4-91 of January 8, 1991 covering the legal profession

⁵ Articles 197 et seq. of Law No. 05-85 of February 16, 1985 relating to the protection and promotion of health.

⁶ Article 15 and the following of Legislative Decree No. 07-94 of May 18, 1994 relating to the conditions for architectural production and the practice of the profession of architect.

⁷ Article 07 of Law No. 06-99 of April 4, 1999 specifying the rules governing the activity of the tourism and travel agency.

⁸ Article 05 of Executive Decree No. 340-95 of October 30, 1995 specifies the conditions for granting and withdrawing accreditation and professional qualifications to insurance brokers, as well as remunerating them and monitoring them.

brokerage¹. These professions take the lead in ethical aspects, and specialization in professionals in these activities is achieved for the benefit of consumers and professionals alike. The Algerian legislator has imposed penalties for some actions carried out by professionals that affect the interests of consumers, especially fraud in goods according to Articles 429 and subsequent ones of the Penal Code². The purpose of criminalizing these actions is prevention, and to achieve this preventive role effectively, the legislator intervenes by establishing specific rules that clarify to the professional the conditions required for the conformity of a product or service. This role is naturally assigned to subsidiary legislation and regulatory texts³. As an example, naming vinegar for a solution prepared only from a specific substance containing starch and/or sugar according to the biological process of repeated fermentation, and adding it to the same product⁴. The label "decreamed artificial milk powder" is assigned to milk that does not exceed 1.5 percent fat content⁵. The label "roasted coffee" is assigned to coffee produced by roasting green coffee, as specified in the paragraph below⁶. As for regulatory compliance monitoring, it is self-regulation, as Article 05 of Law 02-89 stipulates⁷, which has been replaced by Article 12 of Law 03-09, stating: "Every party involved must carry out conformity control of the product before offering it for consumption in accordance with the effective legislative provisions."⁸ To implement these rules, the legislator issued Executive Decree No. 65-92,⁹ obliging the involved parties to conduct quality analysis and conformity control¹⁰. Regarding imported products, in case of proven non-compliance, the border inspection sends a copy of the

¹ Article 02 of Executive Decree No. 286-01 of September 24, 2001 specifying the conditions for exercising the activities of ship agent, cargo agent and marine broker.

² Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

³ In France, Article 214, Paragraph 01 of the Consumer Law authorized the government, through decrees in the Council of State, to take all measures necessary to ensure the implementation of the law, as more than a hundred decrees have been issued so far since the issuance of the 1905 law, supplemented by decisions and instructions.

⁴ Article 2 of the joint ministerial decision dated November 25, 1997 relating to the technical characteristics of vinegar and the methods and conditions for making it available for consumption.

⁵ Article 3 of the decision dated October 27, 1999 relating to the specifications of industrial milk powder and the conditions for its display, possession, use and marketing and the methods thereof.

⁶ Articles 02 and 03 of Executive Decree No. 30-92 of January 20, 1992 relating to the characteristics of coffee types and their presentation. There are other examples, including in relation to fruits and vegetables, the Joint Ministerial Decision of January 8, 1994 relating to the quality and presentation of fresh fruits and vegetables intended for consumption.

⁷ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

⁸ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁹ Article 1 of Executive Decree No. 65-92 of February 12, 1992 relating to monitoring the conformity of locally produced or imported materials.

¹⁰ Article 03-04 of Executive Decree No. 65-92 of February 12, 1992 relating to monitoring the conformity of locally produced or imported materials.

decision to prohibit the entry of the product to the relevant customs authorities¹. Executive Decree No. 65-92, according to its Article 05,² imposed on the importer the same obligations as the manufacturer, requiring the presentation of a certificate of conformity, in addition to a second document.

However, the previous article was amended by Executive Decree No. 47-93,³ allowing the preparation of a conformity certificate for imported products using monitoring methods and analysis laboratories, whether national or foreign. It also allowed customs clearance for goods before completing conformity control procedures, provided that they are completed, and the conformity certificate is prepared before the product is offered for consumption.

The legislator imposed imprisonment and fines ranging from 100 to 1000 DZD on the party that violates the duty of inquiry and the aforementioned examination⁴. As for administrative control, it involves a set of precautionary or preventive measures and punitive penalties for non-compliance. Violation of conformity commitment is considered a crime of deception and fraud, punishable under the penal code⁵. The penalties include imprisonment and fines according to Article 28 of Law 02-89, replaced by Articles 70, 69, and 68 of Law 03-09. Article 74 of Law 03-09 stipulates that anyone who violates the obligation of prior conformity control specified in Article 12 of this law is subject to a fine ranging from 50,000 DZD to 500,000 DZD.⁶

There are complementary penalties and specific measures, including product confiscation, permanent closure of the establishment, withdrawal of the license and trade registry or artisan card, as stated in Articles 26 and 27 of Law 02-89. If non-compliance results in death, partial disability, or permanent disability, it is considered a crime of negligence, including unintentional injury and unintentional killing, punishable under Articles 288 and 289 of the Algerian Penal Code.

Article 29, paragraph 01 of the repealed Law 02/89,⁷ replaced by Article 79 of the Consumer Protection and Anti-Counterfeiting Law, states: 'Without violating the provisions stipulated in Article 155 of the Penal Code, imprisonment from six months to three years and a fine ranging from DZD 500,000 to DZD 2,000,000 or either of

¹ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 288.

² Executive Decree No. 65-92 of February 12, 1992 relating to monitoring the conformity of locally produced or imported materials.

³ Article 01 of Decree No. 47-93 of February 6, 1993 amends and supplements Executive Decree No. 65-92 of February 12, 1992 relating to monitoring the conformity of materials produced locally or imported.

⁴ Article 3-28 of the Consumer Protection Law, which stipulates a penalty of imprisonment from 10 days to two months and a fine of 100 to 1,000 DZD, or one of them.

⁵ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

⁶ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁷ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

these penalties for anyone who sells a sealed or deposited product for conformity control, temporarily withdraws it from the consumption process, or violates the temporary suspension procedures of the activity.' Also, Article 84 of the Consumer Protection and Anti-Counterfeiting Law, which states the following: ' Punished with the penalties stipulated in Article 435 of the Penal Code, anyone who obstructs or performs any other act that hinders the completion of the supervision tasks carried out by the agents specified in Article 25 of this law. In the event that the breach of commitment was intentional and led to death or disability, the severe penalties for the crime of counterfeiting, up to the death penalty as mentioned in Article 432 of the Penal Code¹, apply to the perpetrator. Likewise, Article 29, paragraph 01 of Law 02-89, which was repealed and replaced by Article 83 of the Consumer Protection and Anti-Counterfeiting Law, states: ' Punished with the penalties stipulated in the first paragraph of Article 432 of the Penal Code, anyone who cheats, sells, or offers for sale a forged, corrupt, or toxic product that does not comply with the safety requirements specified in Article 10 of this law. If this product causes an incurable illness or incapacity to work for the consumer, those involved are subject to temporary imprisonment from 10 to 20 years and a fine ranging from one million to two million dinars if the product causes an illness that is not recoverable, permanent loss of use of an organ, or permanent disability. Those involved face life imprisonment if this illness results in the death of a person or several people.' As for the punitive measures resulting from the non-compliance of products and services, a draft law was introduced in 1898 but was only approved on August 1, 1905. This law addresses the suppression of fraud in the sale of goods and deception in food products and agricultural products². In Algeria, the Penal Code of 1966 was issued and later amended by Order No. 47-75 dated June 17, 1975, keeping only Articles 429 to 435 and canceling the rest³. Consequently, crimes of fraud and deception can be divided into three: the offense of deception, the offense of counterfeiting, and the offense of possession. The offense of deception is outlined in Article 68 of the Algerian Consumer Protection and Anti-Counterfeiting Law No. 03-09: ' Punished with the penalties stipulated in Article 429 of the Penal Code⁴, anyone who deceives or attempts to deceive the consumer by any means or method regarding the quantity of delivered products, delivering products other than those pre-determined, usability of the product, the date or duration of product validity, expected results from the product, methods of use, or precautions necessary for product use.'

¹ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

² Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 307.

³ The Egyptian legislator stipulated these crimes under Law No. 48 of 1941, which is considered an exact copy of the French law issued on August 1, 1905. Several amendments were made to the previous law, perhaps the most important of which is the amendment made under Law No. 281 of 1994.

⁴ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

Article 69 was added, stating that the penalties specified in Article 68 above are raised to five years imprisonment and a fine of 500,000 DZD if deception or attempted deception is committed, whether by weight, measure, or other counterfeit or non-compliant tools, methods aimed at deception in analysis, quantity, weight, or measure, or alteration by cheating in the composition, weight, or size of the product, deceptive signs, booklets, publications, leaflets, advertisements, cards, or any other instructions.¹ The French legislator has various laws and decisions regulating the implementation of this legal commitment. The French law issued on December 22, 1972, specifically addresses consumer protection.

The legal framework for consumer protection is well-established, with laws such as Law No. 22-78 dated January 10, 1978, focusing on information and consumer protection. Additionally, Law No. 23-78 in 1978 addresses protection and information for consumers regarding goods and services. Another relevant law is the one issued on July 13, 1979, concerning information and protection for borrowers in the real estate sector.

In Lebanon, deceptive practices are considered an offense under Legislative Decree No. 54 dated August 29, 1973, encompassing the manufacturing, preparation, possession, transfer, display, or sale of goods in a manner that conceals their true nature, essential characteristics, or the ratio of beneficial elements². The deception is defined as engaging in actions or lies that present something other than its truth or giving it a false appearance.

The Egyptian legislator also addresses deception, stating that anyone who deceives or attempts to deceive their contracting party through any means shall be punished³. Deception involves acts or lies intended to show something other than its reality. The commission of the crime starts as soon as the seller presents goods with inaccurate weight or measure. Deception can also occur in the quantity of services, such as applying fewer layers of paint than specified in the assessment⁴. The mentioned verse in the Quran is from Surah Al-Mutaffifin. Additionally, various hadiths in the noble Sunnah prohibit cheating. One such narration from Abu Huraira (may Allah be pleased with him) reports that the Prophet Muhammad (peace be upon him) passed by a dish of food, put his hand in it, and his fingers became wet. He asked, "What is this, O owner of the food?" The person replied, "Rain fell on it, O Messenger of Allah." The Prophet said, "Couldn't you have placed it on top of the food so that people could see it?"

¹ Article 69 of Law No. 03-09 dated 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and suppression of fraud, Official Gazette No. 15 dated 03/08/2009.

² Abdul Moneim Musa Ibrahim, Consumer Protection, A Comparative Study, Al-Halabi Legal Publications, Beirut, Lebanon, first edition 2007, p. 143.

³ Dr. Al-Sayyid Muhammad Al-Sayyid Imran, Consumer Protection During Contract Formation, a study combined with an analytical and applied study of texts on consumer protection, University Press, 2003 edition, p. 64.

⁴ Dr. Mansour Rahmani, The Criminal Law of Money and Business, Part One, Dar Al-Ulum for Publishing and Distribution, Annaba, 2012 edition, p. 208.

Whoever cheats does not belong to me." This underscores the ethical importance of honesty and transparency, aligning with both the Quranic principles and the teachings of Prophet Muhammad (peace be upon him).¹

The initiation of the crime occurs as soon as the seller presents goods with inaccurate weight or measure data. Deception in the quantity of services is also established, such as applying fewer layers of paint on a building than indicated in the assessment. Article 430 of the Penal Code outlines several aggravating conditions for this crime, leading to an increase in the penalty to five years. These conditions include the use of deceptive means to mislead the consumer, deceptive data, or inaccurate measuring instruments. I will discuss these conditions further when addressing consumer safety and health.

The Algerian legislator concludes the legal framework at this point, while the French legislator, in Law 10 of January 1978, added another paragraph to Article 1 of the 1905 law, corresponding to Algerian Article 429, introducing additional penalties.²

Indeed, the addition of further aspects of deception is noteworthy. This includes deception regarding the usability of a product, the inherent risks associated with its use, completed monitoring, the method of use, and the necessary precautions to be taken. It's important to highlight that in both Algerian and French law, the crime of deception is intentional, requiring the demonstration of criminal intent by the accused for its elements to be established. This emphasizes the gravity and deliberateness associated with deceptive practices in consumer-related offenses. If you have any specific questions or if you'd like further details on any aspect, feel free to let me know.³ Some have argued: If the Court of Cassation requires judges to examine the elements constituting bad faith, they are allowed, under the discretionary authority granted to them, to infer the perpetrator's bad faith from their failure to monitor the goods sold before offering them for sale. This is an implicit acknowledgment by the judiciary that the offense of fraud can be committed through negligence or lack of precaution⁴, The presence of deceptive intent on the part of the seller is a prerequisite. This intent is established as soon as the perpetrator is aware that the means they employ are likely to deceive the consumer or enter into a contract with them with the aim of achieving such a result.⁵

¹ Narrated by Muslim in the Book of Faith, in the chapter on the words of the Prophet, may God bless him and grant him peace. Whoever deceives us is not one of us.

² Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

³ Dr. Mansour Rahmani, *The Criminal Law of Money and Business*, previous reference, p. 213.

⁴ Dr. Mohamed Boudali, *Consumer Protection in Comparative Law*, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 315.

⁵ Dr. Al-Sayyid Muhammad Al-Sayyid Imran, *consumer protection during contract formation*, a study combined with an analytical and applied study of texts on consumer protection, University Press, 2003 edition, p. 74.

As for the offense of fraud, it is the crime of deceiving in food and medical products, stipulated by Article 431 of the Algerian Penal Code¹, adapted from Article 3 of the 1905 law in France, now constituting Article 213, Paragraph 3 of the Consumer Protection Law. Article 70 of the Algerian law related to consumer protection and anti-counterfeiting states: "Punished with the penalties stipulated in Article 431 of the Penal Code, anyone who forges any product intended for consumption or human or animal use, exposes, offers for sale, or sells a product knowing that it is forged, corrupt, toxic for human or animal use. Also, anyone who exposes, offers for sale, or sells materials, tools, devices, or any specific substance with the intention of forging any product intended for human or animal use²." Additionally, Article 2, clause "A" of the Egyptian legislation prescribes punishment for anyone who deceives or attempts to deceive any human food, animal food, or anything prepared for sale.

In France, fraud is defined by the Court of Cassation as "any recourse to manipulation or unauthorized processing that does not comply with regulations and inherently leads to distortion in the physical composition of the product³." As for the subject of the crime of fraud, it pertains to specific types of things, and the substances mentioned in Article 431 are human and animal foods, beverages, including all food materials used as human or animal food, whether solid, liquid, or gaseous. Criminal protection extends to animals owned by humans, such as pets and zoo animals, medical materials, and products, encompassing any substance used in their composition. It also includes medicinal plants widely used in medicine and treatment, as well as agricultural products.

Regarding the elements of the crime of fraud, it is not devoid of well-known elements. As outlined in Article 431, the offense involves the creation of adulterated materials or goods, dealing in such materials or adulterated goods, dealing in specific materials used for fraud, and incitement to use them. Fraud can occur by substituting lower-value materials in place of others where fraud is intended, reducing some of its components, or adding other materials. This is consistent with the Lebanese legislator's statement in Article 682 of the Penal Code. Article 73 of the Sudanese Penal Code states that "anyone who cheats in a category of food or drink by extracting a part of it or adding something to it shall be punished."⁴

As for the methods and means of fraud, according to Article 431, fraud occurs through addition or mixing. Fraud through addition or mixing is established when the added

¹ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

² Article 70 of Law No. 03-09 dated 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and suppression of fraud Official Gazette No. 15 dated 03-08-2009

³ The Court of Cassation also stated in a previous decision that manufacturing products in conditions that do not comply with the applicable regulation constitutes fraud.

⁴ Abdul Moneim Musa Ibrahim, Consumer Protection, A Comparative Study, Al-Halabi Legal Publications, Beirut, Lebanon, first edition 2007, p. 150.

substance does not naturally belong to the original composition of the material¹. In Egypt, it has been ruled that counterfeiting goods, as specified in Article 2 of Law No. 48 of 1941, through mixing or adding a substance different from the nature of the goods, even if of the same kind but of lower quality, is considered fraud². This includes fraud through subtraction, achieved by altering and modifying the goods introduced by the perpetrator.³

Fraud in manufacturing is also accomplished by introducing entirely or partially a substance into a product that does not belong to its usual composition. In such cases, the perpetrator can be punished for another crime, which involves offering these goods for sale with knowledge of their corruption, according to Article 431, Paragraph 2.⁴ The Algerian Penal Code stipulates in Article 431, Paragraph 2, that it is a crime to offer, place for sale, or sell food, medical products, beverages, or agricultural products with the knowledge that they are adulterated, corrupt, or poisonous. It is noteworthy that there is no distinction between offering for sale and placing for sale. The legislator not only criminalized fraudulent acts or dealing with adulterated materials but also extended the criminalization to dealing with materials, things, or devices specifically used for fraud under Article 431, Paragraph 3.⁵ The purpose of this provision is to uphold the principle of prevention by safeguarding the public health of consumers. The Egyptian legislator specified these materials as "selling materials, containers, or covers used in human or animal food."⁶

Furthermore, Article 431, Paragraph 3,⁷ introduces another specific offense: incitement to use materials for fraud, commonly known as indirect fraud. This is a standalone offense that the law punishes, even if the actual act of fraud does not occur.

As for the aggravated circumstances of the crime of cheating, according to Article 432 of the Penal Code: attaching adulterated or corrupt food or medical substances to the victim causing illness or disability⁸, attaching adulterated or corrupt substances to an incurable illness, permanent disability, or loss of use of an organ, causing the death of the victim. Article 430 of Law No. 23-06 dated December 20, 2006, increased the

¹ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 320.

² Dr. Mansour Rahmani, The Criminal Law of Money and Business, previous reference, p. 214.

³ Mr. Muhammad Al-Sayyid Imran, consumer protection during contract formation, a study combined with an analytical and applied study of texts on consumer protection, previous reference, p. 69.

⁴ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

⁵ Corresponding to Article 4, Paragraph 03 of the 1905 Law and Article 213 of the French Consumer Code.

⁶ Article 02, Clause 02 of Law No. 48 of 1941 amended by Law No. 281 of 1994

⁷ It is noted that the phrase "with knowledge of this" was omitted in the Arabic translation of the text of Article 431, paragraph 03, despite its inclusion in the text written in French, *connaissant leur destination*, which confirms that this crime is intentional and that the law does not punish good faith or negligence.

It is also noted that the incorrect translation of the word (*provoquer*) into *urges*, while the correct one is *harad*

⁸ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 324.

imprisonment period to five (05) years and the fine to DZD 500,000 if the following conditions are met:

- Cheating or attempting it using incorrect or non-compliant weight, measurement, or other misleading tools, such as using weighing containers with weights different from the recognized weight or using measures with capacities different from the recognized capacity.¹
- Cheating or attempting it using fraudulent methods or means aimed at misleading analysis, quantity, weight, measurement, or expression.²

As for Egyptian law, Article 109 stipulates: "Anyone who cheats in materials related to human or animal food, medications, beverages, industrial or agricultural products, or natural products shall be punished with imprisonment for three months to one year and a fine of five million to twenty-five million pounds. Anyone who causes the act to result in the death of a person shall be punished with imprisonment for three to ten years and a fine of seventy-five million to one hundred fifty million pounds."³

The Lebanese legislator decided on imprisonment and a fine or one of these two penalties. These penalties increase if one of the specified aggravating circumstances exists, such as the use of counterfeit and incorrect weighing or measuring tools or if the material used in cheating is harmful to human or animal health.

As for the penalties for each circumstance, Article 432 of the Penal Code states:

- If the adulterated substance causes the victim to fall ill or become disabled, the seller or exhibitor shall be punished with imprisonment for five to ten years and a fine of DZD 500,000 to 1,000,000.
- If that substance causes an incurable illness, loss of organ use, or permanent disability, the perpetrators shall be punished with temporary imprisonment from ten to twenty years and a fine of DZD 1,000,000 to 2,000,000. If the substance causes the death of a person, the perpetrators shall be punished with life imprisonment.⁴ Additionally, those involved in cheating materials entrusted to them for sale or distribution of diseased animals or corrupt consumables can be punished with the maximum penalties as per Article 434 of the Penal Code.⁵

Cheating, in its various forms, such as the crime of deception, is an intentional crime that requires the presence of criminal intent⁶. The Algerian legislator completed the stages of suppression by punishing professionals in professional establishments or transport vehicles for adulterated, corrupt, or poisoned food, beverages, agricultural

¹ Dr. Mansour Rahmani, *The Criminal Law of Money and Business*, previous reference, p. 217.

² Article 430 of Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

³ Abdel Moneim Musa Ibrahim, *Consumer Protection, A Comparative Study*, previous reference, p. 163

⁴ Article 432 of Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

⁵ Dr. Mansour Rahmani, *The Criminal Law of Money and Business*, previous reference, p. 218.

⁶ Dr. Al-Sayyid Muhammad Al-Sayyid Imran, *consumer protection during contract formation, a study coupled with an analytical and applied study of texts on consumer protection*, previous reference, p. 78.

products, or natural substances, or medical materials, with knowledge of that, as well as those possessing incorrect weighing devices or items intended for cheating, according to Article 433.

The legislator considers the possession of adulterated, corrupt, or toxic products, as well as materials used for cheating, in the hands of a merchant as clear evidence of engaging in unlawful activities. The goal is to prevent and protect against crimes of deception and cheating before they occur.

Regarding the elements of the crime of unauthorized possession, the material element involves the act of possessing those materials, and the possession must be for an unauthorized purpose¹. In civil law, possession is defined as a physical act resulting from a person having effective control over a right, whether the person is the rightful owner or not². In criminal law, the Egyptian Court of Cassation defines possession as appropriating something as property and jurisdiction, not necessarily requiring physical seizure. Thus, a person is considered a possessor even if the thing is with another person acting on their behalf.³

The crime of possession, like the crimes of deception and cheating, is an intentional crime requiring the presence of criminal intent.

Regarding the penalties for cheating and fraud, they ranged from imprisonment to complementary penalties. The previous articles related to cheating in the sale of goods and fraud in food and medical materials in the Penal Code specified only primary penalties for deception⁴, cheating⁵, and possession⁶. These primary penalties include death penalty, imprisonment, detention, and fines.

French consumer law, in addition to primary penalties, includes two complementary penalties: confiscation of goods and items subject to the crime and the penalty of

¹ Dr. Mohamed Boudali, *Consumer Protection in Comparative Law*, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 329.

² Dr. Abdul Razzaq Al-Sanhouri, *Al-Waseet, Reasons for Gaining Property*, Volume Two, Part Nine, p. 784

³ Egyptian Cassation, May 27, 1950, Collection of Cassation Rulings, First Year No. 119, p. 356

⁴ For the crime of deception, it includes imprisonment from two months to three years and a fine from 2,000 to 20,000 DZD and up to five years in the event of an aggravating circumstance stipulated in Article 430 of Order No.: 66-156, dated: Safar 18, 1386. Corresponding to: June 8, 1966, which includes the amended and supplemented Penal Code. It is noted that the increase included imprisonment without a fine, while French law tends to stipulate that the two penalties, imprisonment and a fine, be doubled in the event of the same aggravating circumstance, noting that the original penalty is imprisonment of up to two years. A fine of 250,000 French francs, or one of both

⁵ As for the crime of fraud, it is from two to five years and a fine from 10,000 DZD to 50,000 DZD. The previous penalty increases to ten years, then to twenty years, then to death in the event of an aggravating circumstance from the circumstances mentioned in Article 432. It is noted that the legislator did not differentiate in the punishment for the crimes of fraud and deception is similar to what our legislator decided.

⁶ As for possession, it is from two months to three years and a fine from 2,000 to 20,000 DZD.

While in the case of simple possession, French law imposes a penalty of imprisonment for only three months and a fine of up to 30,000 French francs, or one of them.

disseminating or affixing the judgment convicting the offender, as stated in Articles 216L (2) and 216L (3) of French consumer law¹.

In Lebanese law, Article 682, the last paragraph², stipulates a penalty of imprisonment with hard labor from one month to one year and a fine from forty thousand to five hundred thousand pounds, or one of these two penalties. Additionally, Article 21 imposes imprisonment from ten days to one year and a fine from four hundred thousand to one million pounds on anyone who commits fraud that may harm public health³.

As for complementary penalties, Law 02-89, which is canceled, stipulated confiscation, permanent closure of the establishment for non-compliance, while Law 03-09, related to consumer protection and suppression of fraud⁴, only mentions primary penalties without specifying complementary penalties. These primary penalties include confiscation of the product, permanent closure, revocation of the license and commercial registration, prohibition from practicing the trade profession, and the publication of the conviction judgment⁵.

Second Axis: Commitment to Safety and Warranty

With the aim of protecting the health and safety of the consumer, the legislator stipulates a set of commitments, the most prominent of which are the commitment to safety, as well as the commitment to warranty. Violating these commitments leads to a series of provisions and conventional legal rules in general law. However, due to the protective nature, they have been utilized in the Consumer Protection and Combating Fraud Law, which will be discussed as follows:

First: Commitment to Safety

The diligence of civil law led to the establishment of the commitment to safety⁶. Jurisprudence traces this commitment to Article 1135 of the French Civil Code, which corresponds to Article 107(2) of the Algerian Civil Code⁷. These articles state that defining the scope of a contract is not limited to binding the contracting parties to its explicit terms but extends to what is required by law, custom, and justice, considering the nature of the commitment. The commitment to safety only emerged in the nineteenth century, primarily due to the limited attention given by legal scholars to new and technological materials, such as the liability of carriers, especially railway

¹ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 331.

² Dr. Ghassan Rabah, The New Consumer Protection Law: Principles, Means, and Prosecution, with a Comparative Study, Zein Legal and Literary Library, Beirut, second edition 2011-1431, p. 183

³ Abdel Moneim Musa Ibrahim, Consumer Protection, A Comparative Study, op. cit., p. 158

⁴ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁵ Dr. Ali Muhammad Jaafar, Basic Principles in the Economic Penal Code and Consumer Protection, Majd University Foundation for Studies, Publishing and Distribution, Beirut, first edition 2009-1430, p. 105.

⁶ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 402.

⁷ Order No.: 75-58 dated: Ramadan 20, 1395 corresponding to: September 26, 1975, containing the amended and supplemented Civil Code, Official Gazette, No. 78 dated: 09-30- 1975.

companies¹. The Algerian legislator established this commitment through Article 2 of Law No. 02-89,² which has been repealed. It was replaced by Article 9 of Algerian Consumer Protection and Anti-Counterfeiting Law No. 03-09, stating that products for consumption must guarantee safety in lawful use. They should not harm the health, safety, or interests of the consumer under normal conditions or other foreseeable conditions.

The same law's Article 10 adds that every participant must respect the mandatory safety of the product concerning its characteristics, composition, packaging, assembly conditions, maintenance, and the product's impact when used.

It includes the product presentation, labeling, possible instructions for use and disposal, as well as any information issued by the producer. The rules applied in the field of product safety are determined through regulation.³

In the context of safety commitment, the Lebanese Council for Accreditation, which was established by Law No. 572 on 11/02/2004, has the authority to specify laboratories, accreditation agencies, and inspection offices recognized in Lebanon for certificates related to the safety of goods, especially food⁴.

It is worth noting that the conditions for complying with consumer safety guarantees are present even in e-commerce contracts. These conditions include the presence of a risk threatening one of the contracting parties' physical safeties, entrusting the preservation of physical safety to the other party, and the consumer's submission to the product's producer for safety guarantees. Knowing his profession's origins, or his craftsmanship.⁵

The submission mentioned here refers to voluntary, technical, or economic submission, for example, a sport training contract, driving lessons, or a travel contract where the traveler entrusts themselves to the transport authority⁶. Directives were issued on July 25, 1985, and June 20, 1992, restricting the right to safety and highlighting the efforts of the French legislator through the issuance of two significant laws: the Law on Combating Fraud⁷ and counterfeiting⁸ and the Law on Consumer Safety⁹. Additionally,

¹ Dr. Ali Fatak, *The Impact of Competition on Commitment to Ensuring Product Safety*, Dar Al-Fikr Al-Jami'i, Alexandria, 2007 edition, p. 55.

² Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

³ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁴ Ghassan Rabah, *The New Consumer Protection Law: Principles, Means, and Prosecution*, with a Comparative Study, Zein Legal and Literary Library, Beirut, second edition 2011-1431, p. 154.

⁵ Counselor Abdel Fattah Bayoumi Hegazy, *Intellectual Property Rights and Consumer Protection in E-Commerce Contracts*, Dar Al-Kutub Al-Lawaniyya, Egypt, 2008 edition, 109.

⁶ Abdel Moneim Musa Ibrahim, *Consumer Protection, A Comparative Study*, previous reference, p. 551

⁷ Ali Fatak, *The impact of competition on the commitment to ensure product safety*, previous reference, p. 164

⁸ Dated 08/01/1905

⁹ No. 660-83 dated 07-21-1983

a third law, Law No. 23-78 dated January 10, 1978, related to the protection and information of consumers, was passed. However, since this law was used in a limited manner, the legislator saw fit to replace it with the Consumer Safety Law: Law No. 389-98, which is in effect.

It is undoubtedly a popular demand to impose punishment on acts that jeopardize the health and safety of individuals, seen as both a social compensation measure and a deterrent tool. Article 2 of the repealed Law No. 02-89,¹ replaced by Article 09 of Law No. 03-09,² and Article 221, Paragraph 01, of the French Consumer Law, decided to penalize acts of deception, aggravated fraud, and possession of adulterated or spoiled materials³. The Algerian Penal Code in Article 432 includes specific conditions that escalate the penalty from a misdemeanor to a felony when deception or fraud in food or medical materials leads to illness or incapacity to work, raising the penalty to ten years and a fine ranging from 20,000 to 200,000 DZD.

Adulterated or corrupted substances can lead to incurable diseases, permanent disabilities, or the loss of organ function. In such cases, the previous penalty can be doubled, reaching up to twenty years of imprisonment. If the adulterated substance causes death, the Algerian legislator uniquely imposes the death penalty, with no impact on the previous fine amount.⁴

Article 83 of the Algerian Consumer Protection and Anti-Fraud Law stipulates that anyone who cheats, sells, or offers for sale a forged or corrupted product shall be punished as prescribed in the first paragraph of Article 432 of the Penal Code. This punishment applies if the product, in violation of the safety obligations stated in Article 10 of this law, causes illness, incapacity for work, or severe disability in the consumer. Those involved can face imprisonment from ten to twenty years and a fine ranging from one million to two million Algerian dinars if the product leads to an incurable disease, loss of organ function, or permanent disability. If such a disease results in the death of a person or several people, the involved parties may receive a life sentence. Regarding unintentional manslaughter and accidental injuries, the elements include error, any intentional or negligent act leading to unintended consequences that the actor could have avoided⁵, and Article 429 of the Penal Code punishes attempted offenses with the same penalty as the completed crime. On the contrary, offenses specified in

¹ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

² Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

³ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 434.

⁴ Article 432 of Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

⁵ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 437.

Articles 288 and 289 of the Penal Code¹ require the result to be the injury to a person's physical integrity or health.

In the context of consumer protection, these crimes can occur when there is a violation of the general commitment to safety, as outlined in Article 02 of Law 02-89² (now replaced by Law 03-09)³. The crimes of unintentional manslaughter and accidental injuries may occur if harm results from a breach of safety obligations.⁴

The second element is causation, requiring a clear causal link between the error and the harm. In non-intentional crimes like manslaughter or accidental injuries, a conviction must demonstrate a sufficient causal link between the error and the harm⁵. If expert reports indicate that the harm could have occurred even without using the product, criminal liability may be excluded⁶.

The third element is harm⁷. In this field, there is a hierarchy of crimes linked to their severity and directed towards diminishing. These include:

Involuntary harm to a person's life or unintentional killing, considered a misdemeanor. The punishment ranges from six months to three years, with a fine of 1000 to 20,000 DZD according to Article 288 of the penal code.

Involuntary harm to a person's safety resulting in total incapacity for more than three months, also a misdemeanor. The punishment is from two months to two years, with a fine of 500 to 1500 DZD, as per Article 289 or either of them according to Article 289 of the penal code.

Involuntary harm to a person's safety leading to incapacity less than or equal to three months, a violation punishable by imprisonment from ten days to two months and a fine of 100 to 1000 DZD, or either of them as per Article 442, paragraph 3 of the penal code.

¹ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

² Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

³ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁴ The intentional nature of the breach of commitment to safety or prudence has raised a difference in interpretation, with some seeing it as more than mere failure to observe the law and less than an intention to undermine safety.

⁵ However, the expert's report is not binding on the judicial authorities in all cases. This includes what the French Court of Cassation said in supporting the Court of Appeal in convicting a doctor of manslaughter, and that it was not obligated to follow the conclusions of the experts by deducing them from the facts. There is a proven causal link between the perpetrator's mistake and the victim's death.

⁶ In order to exempt the accused due to the victim's mistake from responsibility, the French Court of Cassation required that this mistake be the sole and exclusive cause of the accident. (Que si elle en a été la cause unique et exclusive)

⁷ Dr. Muhammad Boudali, Consumer protection in comparative law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 440.

Involuntary harm to a person's safety that did not lead to any work disability, a violation punished similarly to the previous offense under Article 442, paragraph 2 of the penal code.

The Algerian penal code does not specify additional penalties. In contrast, the French law includes various supplementary penalties such as the prohibition of practicing a professional activity, seizure of the item used in the crime, and suspension or annulment of the judgment. Article 290 of the Algerian penal code outlines two aggravated circumstances for involuntary crimes mentioned in Articles 288 and 289:

Committing the offense while intoxicated.

Attempting to evade criminal responsibility for unintentional crimes, such as hiding or altering evidence¹.

As for the French legislator; It was not limited to the previous aggravating circumstances, but diversity was an aggravating addition to Article 221, Paragraph 06 of the Penal Code, pursuant to Law No. 647-2000 of July 10, 2000, which stipulated the doubling of pluralism in the event that the harm to the life of a third party other than us prevents satisfaction through intentional adherence to the text. Safety or precaution required by law.

It should be noted that the refusal to hand over documents and the prevention of entry into stores, and in general any obstruction to the practice of conformity control by the officers of the Department of Quality Control and Fraud Suppression² in accordance with the requirements of the repealed Law No. 02-89,³ Which was replaced by Law No. 03-09 related to consumer protection and suppression of fraud, as Article 84 of it stipulates that: "Anyone who obstructs or performs any other act that would hinder the completion of the control tasks carried out by the agents shall be punished with the penalties stipulated in Article 435 of the Penal Code." stipulated in Article 25 of this law,"⁴ and its Executive Decree No. 39-90⁵ in force and every other relevant text, it shall be punished in accordance with the provisions of Article 435 of the Algerian Penal Code, which states the following: "The penalty shall be imprisonment from two months to two years and a fine of 20,000 to 100,000 DZD. Without prejudice to the penalties stipulated in Article 183 and the following of this law, anyone who places officers and agents of the judicial police, as well as employees to whom the law assigns the authority to inspect the violations referred to in Articles 427, 428, 429 and 430, in a position where it is impossible to carry out their duties, either by refusing to allow them

¹ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

² Dr. Ali Fatak, The Impact of Competition on Commitment to Ensuring Product Safety, op. cit., p. 540

³ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

⁴ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

⁵ Executive Decree No. 39-90 of 01/30/1990 relating to quality control and the suppression of effective fraud.

to enter the shops. "Industrial, storage, or sales establishments, or in any other manner."¹ However, the French legislator created a new crime, which he called the crime of directly exposing others to immediate danger of death or injury, which by its nature leads to the amputation of a limb, or permanent disability through an apparent intentional breach of a special safety obligation. Or precaution imposed by law or regulation.²

Secondly: The commitment to warranty.

In addition to the commitment to safety, Algerian legislation has stipulated the commitment to warranty, which will be addressed through the following: The justifiable reason for the warranty of the product's fitness for use differs from the defect justifying the legal warranty. The former is established when any malfunction occurs in the product that renders it unfit for use, even if this is not a defect in it³. The latter is established as soon as the defect is discovered, even if the product is fit for use. The French legislator attempted to address this situation by creating the remedy for the performance of work by Decree on March 4, 1988.

The Algerian law provides appropriate options for the consumer in the event of a defect in the product, namely: repairing the product, replacing it, or refunding its price⁴. When reviewing the texts governing legal warranty in civil law, it can be observed that they relate to the parties to the sales contract, namely the seller and the buyer. Therefore, the beneficiary of the legal defect warranty is the buyer, while the specific legal warranty provided for in Law 02-89,⁵ which replaced Law 03-09,⁶ and Executive Decree No. 266-90 relating to the warranty of products and services, is presumed to be a right of the ordinary consumer only, not the professional.

Article 13 of Law No. 03-09 states: "Every purchaser of any product, whether it is a device, tool, machine, equipment, vehicle, or any preparatory material, benefits from the warranty by the force of law, and this warranty also extends to services."

The hidden defect within the scope of the warranty provided for in civil law is stipulated according to Article 379. Regarding the definition of the defect, it is the lack of suitability of the sold item for the intended use, according to its nature or the will of the parties, or a subsequent deficiency that the buyer would not have accepted or paid

¹ Order No.: 66-156, dated: Safar 18, 1386, corresponding to: June 8, 1966, containing the amended and supplemented Penal Code.

² Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, p. 444.

³ Dr. Zahia Houria Si Youssef, Civil Liability of the Product, Dar Houma for Printing, Publishing and Distribution, Algeria, 2009 edition, p. 113.

⁴ Article 5 of Executive Decree No. 266-90 of September 15, 1990 relating to the guarantee of products and services.

⁵ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

⁶ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

little for if he knew about it¹. Referring to Article 3 of the executive decree related to the warranty of products and services,² it defines the defect as any flaw that makes the product unsuitable for its intended use.

In implementation of the executive decree related to the guarantee of products and services, a decision was issued that includes the methods of its application. This decision aims to clarify the methods of applying the guarantee related to some locally manufactured or imported products that are placed at the disposal of consumption in accordance with the provisions of the executive decree related to the guarantee of products and services, as specified in Article 02. It includes a list of products that must be attached to the warranty certificate, as well as the special warranty period in application of the provisions of Articles 15 and 16 of the executive decree relating to the guarantee of products and services. This list is determined when necessary by a decision or decisions taken by the Minister in charge of quality, and Article 9 of this decision confirms that Violations of the provisions of this decision shall be suppressed by applying the penalties stipulated in the legislation in force³, especially Law No. 02-89 of February 7, 1989, which was repealed, and which was replaced by Law No. 03-09 relating to consumer protection; Article 9 of the repealed Law 02-89, which was replaced by Article 15 of Law 03-09, as well as Article 4 of the decree related to the warranty on products and services, stipulates that: "The consumer may request that the products and services be tested without relieving that professional from his obligation to guarantee. These products include cars and home appliances. The decree related to the guarantee of products and services did not stipulate the consumer's right to compensation for damages that befall him as a result of his acquisition of a defective item⁴. However, Article 08, the last paragraph of the repealed Law 02-89,⁵ which was replaced by Article 13, paragraphs 3 and 4 of Law 03-09,⁶ stipulated It is permissible to use the same rights, while the consumer retains the right to compensation.

As for the warranty periods, and how to implement it, the legislator has set, as a general rule, the warranty period at least six months, effective from the day of actual delivery

¹ Order No.: 75-58 dated: Ramadan 20, 1395 corresponding to: September 26, 1975, containing the amended and supplemented Civil Code, Official Gazette, No. 78 dated: 09-30- 1975.

² Executive Decree No. 266-90 of September 15, 1990 relating to the guarantee of products and services

³ A decision dated Dhul-Qi'dah 29, 1414, corresponding to May 10, 1994, containing the methods for implementing Executive Decree No. 266-90, dated September 15, 1990, relating to the guarantee of products and services.

⁴ Executive Decree No. 266-90 of September 15, 1990, relating to the guarantee of products and services.

⁵ Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, repealed.

⁶ Law No. 03-09 dated 29 Safar 1430 AH corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud, Official Gazette No. 15 dated 03-08-2009.

of the product¹. However, the decision dated May 10, 1994 ²containing the methods for implementing Executive Decree No. 266-90 specified special periods for some products, ranging from Six months and eighteen months.

If the consumer discovers a defect in the item sold, he must submit a request to enforce the warranty to the professional, who has the right to inspect the product in the presence of the consumer himself, or his representative, to ensure the validity of the existence of the defect³. The consumer may prove the existence of the warranty either with a warranty certificate⁴, or by other means such as advertising and labeling information. The decision dated May 10, 1994 stipulates that the form of the warranty certificate is a specific form consisting of two parts, one of which is given to the consumer⁵.

The legislator has imposed a penal penalty for violating the provisions of the private legal guarantee, represented by imprisonment and a fine, to increase the protection of consumer rights, as Article 28, paragraph 02, of the repealed Law 89-02⁶ stipulates a penalty of imprisonment from 10 days to two months, and - or a fine from 100 to 1,000 DZD. As for Article 75 From Law 03-09⁷, which replaced this article, it stipulates: "Anyone who violates the obligation to guarantee or implement the product guarantee stipulated in Article 13 of this law shall be punished with a fine from fifty thousand dinars (50,000 DZD) to one hundred thousand dinars (100,000 DZD.)"

Conclusion:

After the failure of various mechanisms, despite their collaboration and mutual support in protecting the economic public order, the urgent need arises to explore other mechanisms that ensure the regulation of economic activity in a way that contributes to achieving economic development. This includes promoting a culture of fair competition, dominating markets rightfully, entering them with competence and merit, and avoiding any illegitimate means without stifling initiative and the spirit of

¹ Article 16 of Executive Decree No. 266-90 of September 15, 1990 relating to the guarantee of products and services.

² The decision dated Dhul-Qi'dah 29, 1414, corresponding to May 10, 1994, includes the methods for implementing Executive Decree No. 266-90, dated September 15, 1990, relating to the guarantee of products and services.

³ Dr. Mohamed Boudali, Consumer Protection in Comparative Law, a comparative study with French law, an in-depth study in Algerian law, previous reference, edition 2006-1426, p. 376.

⁴ Article 14 of Executive Decree No. 266-90 of September 15, 1990, relating to the guarantee of products and services, stipulates that the guarantee certificate must include mandatory data, the most important of which are the warranty period, the price of the product, and the phrase "the legal guarantee applies in all cases."

⁵ Article 4 of the decision dated Dhul-Qi'dah 29, 1414, corresponding to May 10, 1994, includes the methods for implementing Executive Decree No. 266-90, dated September 15, 1990, relating to the guarantee of products and services.

⁶ Article 28, Paragraph 02 of Law No. 02-89 of the first Rajab of the year 1409 corresponding to February 7, 1989, relating to the general rules for consumer protection, which was repealed.

⁷ Law No. 03-09 of 29 Safar 1430 corresponding to February 25, 2009 relating to consumer protection and the suppression of fraud Official Gazette No. 15 of 03-08-2009

creativity. This mechanism is embodied in criminal protection, aiming to regulate economic activity, as economic freedom and the spirit of creativity are constitutionally guaranteed by the highest law in the state. However, if this freedom exceeds reasonable limits to the point of arbitrariness, it becomes necessary to intervene with a set of criminal provisions spread within the economic legal system to eliminate the traditional separation between various branches of law, general and special.

It is worth noting that the criminal rule has its own characteristics that distinguish it from other ordinary rules effective in the field of regulating economic activity. It is an expression through which the legislator imposes his will on members of society, specifying types of behaviors deemed crimes and indicating the legal penalties imposed for violating this will.

Thus, the criminal rule, as part of criminal law, distinguishes itself from other branches of law by emphasizing social protection of rights, freedoms, and public obligations by criminalizing actions that violate these rights, freedoms, and obligations. The expression of this criminalization is through specific penalties imposed on those who commit acts contrary to the law. This unique feature makes the criminal rule a crucial tool for keeping pace with the rapid developments and scientific advancements accompanying societal progress and economic prosperity, which, if used improperly, could harm humanity.

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