

The consumer between contractual freedom and economic Coercion

Wafa chenatlia^{*1}, Bougandoura Abdelhafid²

¹ Environmental Legal Studies Laboratory, 8 May 1945 University, Guelma, Alegria ,
chenatlia.wafa@univ-guelma.dz

² Arbi Bin Mehidi University- Oum El Bouaghi- Alegria, bougandoura.abdelhafid@univ-ueb.dz

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Abstract:

The economic transformation contributed to the abandonment of the public order in its traditional sense and the adoption of the protectionist general economic system, especially after the contract crisis and the revision of its classic rules, including the principle of freedom of contract that was applied without legal controls. The Algerian legislator tried to provide the necessary protection to the consumer through the enactment of consumption legislation, in addition to adopting the theory of economic coercion as a new mechanism to protect the weaker party.

The economic and legal status of the consumer makes him swing between contractual freedom and economic coercion, as well as the spread of e-commerce and economic transformation which may lead to the emergence of electronic economic coercion in the future. Therefore, the legislative and judicial authorities must be active in society to reconcile between the professional and the consumer by achieving a balance between their competing interests.

Keywords: Contractual freedom- -Consumer-Economic coercion -Legal protection.

1. INTRODUCTION

The principle of willpower is the fundamental basis for the creation of contracts and obligations, where a person has absolute freedom to enter into any contract. However, according to the contract rule, a contracting party cannot interfere with its content even if the legislator or judge is under the general rules of the contract. Furthermore, the legal status of contractors is supposed to be equal so as to achieve contract justice, nevertheless with the shift to the knowledge economy, there has been a significant disparity between the positions of contractors between powers and weaknesses, so that the classical principles of contracts are insufficient , as they do not guarantee the legal protection of the parties to the contract. Besides, the application of

^{*} Corresponding author

the principle of the sacred freedom to launch it may lead to the domination of one party over the other and to arbitrary practices against the other.

Economic coercion is considered as one of the most important modern theories adopted by the legislator through adapting the traditional rules of the decade and reformulating them in line with the latest developments, especially as most contracts are concluded in case of necessity by exploiting a party to the economic situation of the opposite one, which is achieved in the crises that society passes through. The shift from the traditional to the digital economy has also led to the spread of e-commerce, which has been a major recovery in Algeria in recent years, thus this may contribute to the proliferation of abusive practices against e-consumers, hence the importance of this topic in the approach between consumer freedom to enter into whatever contracts they want to meet his needs and provide legal protection against the exploitation of this need. Furthermore, to make it subject to arbitrary conditions in the contract. Therefore, we have started from the following problematic :: To what extent has the Algerian legislature protected the sacred freedom of the consumer in the light of widespread economic coercion? To answer the presented problematic, we adopted the descriptive and analytical approach by analyzing the laws and studies that dealt with the subject through a two-division plan that includes two main sections: contractual freedom under the protectionist economic general system, and the balance between legal protection and contractual freedom for the consumer.

2. contractual freedom under the protectionist economic general system

The contract is the most important and safest way in financial transactions and meeting private needs, as the general theory of contracts was founded on a set of principles, including the principle of freedom of contract, based on the principle of the power of will according to individual doctrine. This principle is important at the stage of contract formation where individuals under general rules are free to enter into a contract and choose the other contractor. Moreover, contractors are fully free to determine the contents of the contract following their interests under the law, where the doctrine of freedom of contract is deemed to be a presumption of contract justice. However, as society evolved from a traditional public order to a protectionist economic public order. Thus, this principle was reversed in the Consumer Protection Act, and economic coercion limited the freedom of contract.

2.1 The retreat of the principle of contractual freedom in the Consumer Protection Law

The principle of contractual freedom is a general and absolute principle that applies to all civil contracts, according to Article 106 of the Algerian Civil Code, which states : “The contract is the law of the contracting parties, and it is not permissible to revoke it, nor to amend it except with the agreement of the parties, or for reasons determined by the law.” The application of this principle results in the right in concluding contracts,

the right to choose the contractor and the right to determine the content of the contract, which is supposed to serve his interest in the first place¹, because the principle is the commitment of the person to his free will and an exception that abides by the force of law if necessary, and thus that the will is the subject of forming the contract and bringing it into practice.

But However, the transformation from the traditional idea of the public order, in which the role of the legislator and the judge is passive, and as it is limited to nullifying the contract because of the illegality of the cause or the place, to the protective economic public order, which is meant by the legal rules that aim to protect the weak party in the contractual relationship by establishing an economic and knowledge balance between the contracting parties², Where the legislator intervenes in determining the content of the contract to limit the professional exploitation of the weakness, the economic and knowledge-based consumer, which represents a clear violation of the principle of the authority of the will³, The Algerian legislator defined the consumer in Article 3 of Law 09/03 related to consumer protection and the suppression of fraud by saying: “The consumer is every natural or corporate person who acquires for a fee or for free, a commodity or service intended for final use from In order to meet his personal need or the need of another person or animal who takes care of him, “Jurisprudence considered it the weakest link in the economic cycle, as the Algerian legislator in Law No. 03/09 called the professional an interferer in accordance with Article 03 in its seventh paragraph by saying, “What is meant in the concept of this law is what Comes The Intervention : Every natural or legal person who interferes in the process of offering products for consumption.

Although the principle of contractual freedom is considered one of the pillars of the classical theory of contract, it retreated to open the way for new principles and rules that guarantee the necessary protection for the consumer, as the legislator established a new legal rule in line with the consumption legislation, which is the prohibition of refusal to negotiate, as this rule is considered a restriction on the right to choose the contractor And the right to contract or not contract, whereby the professional (professional) cannot refuse to conclude a contract without a legitimate justification in which it is a commodity offered for sale or to provide a service available in accordance with Article 15 of Law No. 02/04 relating to the general rules applicable to commercial practices

¹ Atoui Hafida, **The Impact of Economic Conditions on the Civil Contract**, Professor Al-Bahith for Legal and Political Studies, Mohamed Boudiaf-Msila University, Volume 5, Issue 1, 2020, pp: 615.

² Aksasi Abd al- Kader, **The idea of a protective public order and its role in protecting the weak party in the contract**, **Maalem Journal for Legal and Political Studies**, Volume 3, Issue 1, p: 262.

³ Bakhit Aissa, **The Impact of Consumer Legislation on the Principles of Traditional Contract Theory**, **Academic Journal for Social and Human Studies**, Issue 20, 2018, p: 112.

that stipulate: Every commodity offered for sale is prohibited from refusing to sell a commodity or perform a service without a legitimate justification, if this commodity is offered for sale or if the service is available¹.

2.2 The role of economic coercion in limiting contractual freedom

The shift from the traditional economy to the knowledge-based economy created inequality in the legal positions of the contracting parties between the consumer and the professional, and considering the principle of freedom of contracting as a source of binding force for the contract, it is assumed that the economic balance of the contract was achieved by agreement between the two parties. The person chooses his counterpart in the contract, especially with the prevalence of abusive practices of monopoly and economic domination of the market where the consumer is forced in these cases to conclude a contract without fulfilling the condition of free will to meet his needs, which is known as economic coercion².

Economic coercion is defined as the practice of one of the contracting parties unlawful economic pressure on the other contractor to compel him to accept his requests or to amend some of the current contract terms or add new conditions or conclude a new contract, thus it is an illegal pressure that threatens the financial and commercial interests of one of the contractors as a result of inequality in the negotiating power when Contracting through the use of one party to the contract unlawfully superior economic power to induce the other counterparty to conclude the contract³.

This theory was developed by the French judiciary, then the English, American, and Australian courts took it up. Finally the French judge applied the theory of economic coercion diligently in many cases where a judgment was issued by the French Court of Cassation in its third civil chamber on May 30, 2000, in which it ruled that the restriction The economic is linked to violence and not to the harm caused by the inequality between services, such a ruling is an embodiment of the recognition of the economic restrictions that it provided as violence and linking it to the contractor's abuse, the exploitation of contractual inequality or its superiority⁴, then the legislator explicitly

¹Al-Khatib Muhammad Irfan, **Principles Framing the Contract Theory in the New French Civil Legislation: A Comparative Fundamental Critical Study**, Journal of the Kuwaiti International Law College, Issue 2, 2019, p: 200.

² Mahtout Jalal Massaad, **The Impact of Free Competition on Commercial Practices**, Thesis for a Ph.D. in Business Law, Faculty of Law and Political Science, Mouloud Mamamri University, Tizi Ouzou, 2012, p: 127.

³Kadem Karim Ali, **Economic Coercion and Its Impact on Contract in English and Iraqi Laws**, Journal of Legal Sciences, Faculty of Law - University of Baghdad, Iraq, 2019, p: 295.

⁴https://www.doc-du-juriste.com/droit-prive-et-contrat/droit-des-obligations/commentaire-d-arret/commentaire-arret-1ere-chambre-civile-cour-cassation-3-avril-2002-462949.html?utm_source=search&utm_medium=internal, (consulted on 12/01/2021, at 10:15 am).

adopted it in amending the French civil law In 2016, in the text of Article 1142, it stated: “La violence est une cause de nullité qu'elle ait été exercée par une partie ou par un tiers”. Article 1143: “Il ya également violence lorsqu'une partie, abusant de l'état de dépendance dans lequel se trouve son cocontractant à son égard, obtient de lui un engagement qu'il n'aurait pas souscrit en l'absence d'une telle contrainte et en tire un avantage manifestement excessif »¹, which represents a mechanism to protect the weak party in the contract from the professional exploitation of ignorance and lack of experience of the consumer with the service or commodity subject of the contract², where the judge has the authority to annul the contract due to a defect in the will, which is economic coercion as a form of Moral coercion³, which was confirmed by the French Court of Cassation⁴.

By reference to the role of this defect in limiting contractual freedom, we find that it restricts the consumer's freedom to choose the contractor in determining the content of the contract, as a result of the professional's exploitation of the state of necessity or the economic situation as a monopoly of a certain good or service, the weak (consumer) does not have the right to refuse the contract or discuss the arbitrary terms and thus the lack of contractual balance⁵, this coercion may be practiced by a legal or natural person due to his situation Economic dominance or economic dependence, the jurists have gone far in this proposition and considered that economic coercion may not come from the contractor or others, but rather be the result of certain circumstances in which a person is forced to conclude a contract⁶, and that it can be embodied in electronic commercial transactions on the electronic consumer, which was neglected by the legislator in the amendment of the Consumer Protection and Fraud Suppression Act in 2018.

¹Law n ° 2018-287 of April 20, 2018, ratifying Ordinance n ° 2016-131 of February 10, 2016, reforming contract law, the general regime, and proof of obligations.

²Gewan Abdelkrim, **The Impact of Economic Transformations on the General Theory of Compliance - Principles of the Establishment of the Contract Between the Fixed and the Variable in Light of Moroccan Legislation - A Model**, Journal of Business Disputes, 10/18/2017, https://frssiwa.blogspot.com/2017/10/blog-post_18.html # .X_LwnNhKjIW, browsing date: 25,12,2020.

³Elumi Abdel Raouf, **Economic Coercion**, Journal of Legal Studies, University of Sfax - Tunis, Faculty of Law, Issue 22, 2015, pg: 97.

⁴Gilles, huvelin, **cancellations of a transaction for economic constraint**, consulted https://blogavocat.fr/space/gilles.huvelin/content/annulation-d-une-transaction-pour-contenance-economique_07a5dbd7-bf31-496c-ab70-fe8094403fde, the 01/13/2021 at 12:15.

⁵Kawthar Abdul Hadi Salih, **Economic Coercion and Its Impact on the Contract (A Comparative Study)**, Master Thesis in Private Law, Faculty of Law, Dhi Qar University, Iraq, 2020, p: 9.

⁶Qurous Layla, **Protection of the Weak Party from Arbitrary Clauses under the Moral Element of Composition of the Contract - Case Study (Insurance Contract)**, Journal of Legal and Social Sciences, Zian Ashour University in Djelfa - Algeria, Volume 3, Issue 4, P: 375.

The realization of nodal justice between the contracting parties is supposed to take place between two wills enjoying freedom, independence and equality, they freely discuss the terms of the contract and are formulated with the consent of both parties. However, the emergence of the knowledge economy led to the decline of the principle of nodal freedom and contributed to the spread of arbitrary practices and thus the imbalance in the contractual balance as one of the parties. The professional is always stronger than the counterparty, which is the consumer, and therefore the latter concludes the contract without having complete freedom to contract because it has become linked to the economic power of the contracting parties on the one hand, and the necessity of meeting his daily needs on the other hand¹.

The relationship between economic coercion and the decline of the principle of nodal freedom is embodied in the subordination of the consumer's will to the will of the professional, due to a situation of dominance or economic dependency that imposed on him illegal influence and authority that appears in the form of arbitrary clauses or a penal clause with the aim of achieving more privileges, and thus the consumer accepts a contract that was not He would have done it had it not been for the state of necessity and the economic situation in which he lives, and accordingly we can say that volitional weakness is an inevitable result of the defect of economic coercion², which has become afflicted by most contracts of an economic nature in light of the inadequacy of legislation to address this defect.

3. The balance between legal protection and contractual freedom for the consumer

It has become clear to the Algerian legislator in the last decade that protecting the consumer has become a matter more than consecrating his freedom of contract, and for this, he adopted a set of mechanisms to create a balance between providing him with the necessary legal protection and guaranteeing his freedom in contracting, and accordingly, we will study the protection of consumer freedom of contract in consumer legislation, And protecting the consumer's freedom of contract from economic coercion.

3.1 Protection of consumer freedom of contract in consumer legislation

Decadal freedom comes at the top of the guiding principles of the contract, and although the principle of the authority of the will returns, it still ranks first in the principles governing contracts, as it is the actual embodiment of the role of the will in establishing commitment³, and the principle of the authority of the will is based on two

¹Amr Mohamed Ali Taaoun, **The Effect of Economic Dominance on Decadal Balance**, a thesis submitted to obtain a PhD in Law, Menoufia University, Egypt, 2019, p.: 64.

² Amal Ben Brih, **The extent of the decline in the role of the will in the contractual field**, Journal of Research of the University of Algiers 1, Part 1, No. 14, 2020, p. 23.

³Banassi Shawky, **Principles Directive of the Contract**, Journal of Comparative Legal Studies, Volume 6, Issue 2, 2020, pg: 249.

foundations: freedom and legal equality, whose applications have expanded in the individual doctrine. But However, after the shift to the socialist doctrine, where the contract has a social function, it became necessary to balance the interest of society with the interest of the contractors, and Thus, the state transformed from a guardian to an interventionist by organizing some contracts. Content of the contract to achieve contractual justice¹.

The interference of the legislator in regulating the contractual relationship between the consumer and the professional with peremptory provisions aims to provide the necessary protection for them, in light of the failure of the general theory of the contract to keep pace with industrial and economic development and scientific and technological progress, as the latter affected the concept of contractual freedom and reformulated its principles. Consumer new principles such as commitment to information, conformity, product safety, etc., in addition to enshrining the right to refrain from contracting² in Law No. 18/09, which are principles centered around the issue of free and free of any defect, considering that the consumer is a socially and economically weak party, but at the same time he enjoys full capacity and the same rights that the professional enjoys it, but his social and economic status prevents him from being able to adhere to his rights³, and as well as his constant endeavor to satisfy his personal, family and professional needs may lead him to conclude a contract that results in serious risks or damages.

In order to protect it, the legislator enters into compliance contracts that the professional prepares by his own will and includes arbitrary conditions in the form of a model contract whose clauses cannot be discussed, since applying the principle of freedom to launching it will cause the consumer to conclude contracts and buy products about which he does not have sufficient information to determine his position on them. And Furthermore, part of the jurisprudence believes that restricting contractual freedom in this context is nothing but an inevitable consequence of the nature of economic

¹Madaoui Nagia, **The Contents of the Contract Between Freedom of Will and Legislative Restrictions**, Journal of Legal Studies and Research, Issue 4, 2017, p: 51.

²Article 2 of Law 09/18 of June 10, 2018, amending and supplementing Law 09/03 of February 25, 2009, relating to consumer protection and the suppression of fraud, Official Gazette No. 35 issued on 06/13/2018.

³Filali Ali, **Contract Freedom: An Old Concept and a Renewed Reality**, Journal of Research in Contracts and Labor Law, Issue 5, 2018, p: 13.

transactions that are It does not allow the professional to discuss the terms of a contract where a specific product or service is located with each customer¹.

There is no doubt that preparing the contract in advance and determining its content by the sole will of the professional is a clear violation of the principle of contractual freedom. Sufficient guarantees to protect the consumer from any abusive practices, however, it is a reproach for the legislator not to put in place a general text relating to the protection of the consumer's freedom of contract, which allows the judge to nullify the contract if he deems it not in the interest of the consumer².

The role of the legislator in the age of economics and knowledge is to create a balance between the freedom of the individual to contract and provide the necessary legal protection for him, and as for this he interferes in organizing the contract except for matters that affect the public order and with the change of priorities, the public interest of the society has gained greater attention similar to the interest of consumers. This is not a restriction of contractual freedom, but rather an attempt to provide adequate conditions that enable the contracting parties to undertake transactions freely and with minimal risks, given that the most important requirement of contractual freedom is that the contractor is aware of his command, as the products in circulation at present time are sophisticated and complex. Moreover, the consumer cannot be familiar with them. The professional resorts to various means of advertising to lure consumers and push them to acquire the displayed goods. And Furthermore, at the same time the legislator intervened to fight misleading advertising in Articles 28 and 38 of Law 02/04 relating to the rules applicable to commercial practices and considered it a misdemeanor³, so that with the availability of information that the consumer was ignorant of, the picture becomes clear to him and is determined The position of contracting or not, which is the best guarantee of contractual freedom.

The Algerian legislator blames the failure to devote mechanisms to protect The electronic consumer who may be adversely affected by the means used to transmit information about the product, or the electronic merchant's exploitation of his monopoly

¹Filali Ali, the same reference, p: 15.

²Bouarioua Moncef, **Contractual Freedom Under the Economic Public Order**, Journal of Research in Contracts and Business Law, Issue 5, 2018, p: 61.

³Brachmi Moftah, **the material element of the misleading advertising misdemeanor in Algerian legislation**, Law Journal, Volume 5, Issue 1, 2016, p: 04.

on a specific service or product that may be poor or harmful to his health, as the legislator omitted in Law 18-05 related to electronic commerce to include a text that protects the consumer's electronic satisfaction and sufficed to oblige the electronic supplier to inform This consumer has everything related to the good or service before completing the contract, and also obligated him to set up an electronic system that allows the consumer to express his desire not to receive these advertisements¹.

The protection of the consumer's contractual freedom does not necessarily mean giving up the contractual will, but rather directing it according to the law to achieve the social and economic goals of the contract. Therefore, the authority of the will is the principle of the rule of law, so the will establishes the contractual relationship, but the law directs and defines it, and as the judge reorganizes it as the contractual balance is disturbed².

The industrial revolution and the emergence of the knowledge economy contributed to changing the social and economic function of the contract, which necessitated the intervention of the legislator as a new party to the contract by activating the public protectionist economic system, by dedicating more obligations in private legislation on the professional as guarantees to achieve the principle of contractual freedom represented in the protection of consumer satisfaction and enlightenment His will and increase his awareness of the protection guaranteed to him by all the legal and technical means necessary for that, and it is worth mentioning that the consumption legislation has paid attention to the circumstances of concluding the contract to the same degree as it is concerned with the contract because of its impact on the rights and obligations of individuals³.

¹Ben Ali Saliha - Khaldiya Makki, **Create mechanisms to protect satisfaction consumer électronique**, Journal of Algiers University Research 1, Issue 14, 2020, pg: 116.

²Hosseini Aziza, **The Impact of Contractor Status on the General Theory of Contract**, University of Algiers Research 1, Issue 14, 2020, p: 166.

³ Naskh Fatima, **The General Theory of Contract and Special Legislation: Different Philosophy but One Interest**, Journal of Algiers University Research 1, Part 1, No. 14, 2020, p.: 258.

3.2 Protecting the consumer's freedom of contract from economic coercion

The adoption by the French legislator of the theory of economic coercion in amending the French civil law in 2016 in Article 1142 and Article 1143 after it was a judicial jurisprudence¹ for decades is nothing but a confirmation of the importance of adopting this theory as a defect of the will in protecting contractors, especially as it directly affects the will and can be applied in a stage Formation or implementation of the contract, and although the Algerian legislator was too late to explicitly adopt the theory, which is a reproach for him, the possibility of taking it judicially is mentioned as a form of moral coercion, which was stipulated in Article 88 of the Algerian Civil Code by stating: "The contract may be revoked for coercion if a person contracts Under the authority of evident dread sent by the other contracting party to himself without right. The fear is considered based on evidence if the circumstances of the situation depicted the party claiming to it that a grave danger threatens him or one of his relatives, in the soul, body, honor, or money. "It should be noted that economic coercion is an illegal pressure as a result of the situation of economic domination or economic dependency that is exercised on the consumer, causing him to enter into a contract with a flawed will, whereby he loses the right to choose between concluding the contract or not, which is required by freedom Streptococcus².

Although economic coercion is nothing more than a form of moral coercion, this does not negate its privacy as a defect of the will, which requires its enjoyment with a special legal penalty, and as this is to ensure greater freedom for the contractor in general and the consumer in particular, an increase in the right of the coerced party to request revocation The contract (relative nullity) is a protection for his satisfaction, which is the main goal of consecrating the theory, when economic coercion is the main motive for contracting, due to the failure of the contractor's will completely, while it remains valid and valid when the role of economic coercion is limited to pushing the contractor to accept the unfair terms of the contract in exchange for Canceling these conditions without prejudice to the requirements of the contract³, because the will of the contractor has been partially defective and does not amount to The degree to which the

¹Jan Smets-Caroline Callum (translation: Nabil Mahdi Zwain), **Reforms on the Theory of Commitment in Civil Law**, The Generation of In-depth Legal Research Journal, No. 20, the year 2017, p: 125.

²Abu Muslim Nabil, **The Role of Economic Coercion Theory in Preserving Nodal Balance**, Moroccan Code of Law, https://www.lawmorocco.com/2020/05/blog-post_59.html, (consulted on 12/27/2020, at 20:12).

³Abu Muslim Nabil, the same reference, p: 6

contract is required to be annulled is to maintain the stability of the transactions, in addition to the possibility of granting the consumer compensation for the material and moral damages that he suffered¹, and as here appears the role of the judge in protecting the contractors, especially the weak party through the power to consider contracts and correct the contractual imbalance, by granting him the discretion in determining The fittest penalty for the parties.

And since the expression of consent under economic coercion represents an assault on the freedom of religion, the Algerian legislator must intervene to explicitly establish it as a defect of the will, at the first opportunity to amend the civil law to strengthen consumer protection as an attempt to recast the rules of the general theory of contracts and restore them to their previous position.

4- Conclusion

The transformation from the traditional public order to the protectionist economic general system has led to the retreat of the classical principles of the contract. Perhaps the most important of these principles is the principle of the authority of the will, from which the principle of contractual freedom is branched. Although it has witnessed prosperity for professionals in light of a free economy, for the consumer, the restrictions on his contractual freedom have increased due to the unequal legal and economic positions of the parties to the contract as a result of abusive practices and situations of economic dominance, and as well as the legislator's pursuit of legal security in commercial transactions and contractual justice in Commercial practices, especially electronic, and the provision of the necessary legal protection for the parties to the contract. Try attempting to find a mechanism for a balance between guaranteeing freedom of contract and consumer protection. However, commercial transactions today need a new and comprehensive legal framework in line with the digital economy and its challenges and the requirements of economic globalization that is witnessing an unprecedented digital revolution, What is wrong with the Algerian legislator is not taking into account the dangers facing the consumer in the digital environment, and perhaps the most prominent and most recent is the electronic economic coercion as a new defect of the will in the field of electronic contract.

Through our study, we reached the following **results** :

¹Article 19 of Law 3/9 on Consumer Protection and Suppression of Fraud, amended and supplemented with Law 09/18, stipulates that "the service provided to the consumer shall not prejudice his material interest and shall not cause him moral harm".

- Decline in the principle of contractual freedom as a result of the adoption of the protectionist economic general system and the change of the contract function from an individual job concerned with the individual's interest to a social one.
- The failure of the Algerian legislator to explicitly adopt the theory of economic coercion as a defect of willpower is a deficiency that must be rectified.
- That economic coercion represents an explicit violation of the principle of willpower and limits the contractual freedom of the consumer.
- That the legislator's restriction of the consumer's freedom of contract is a mechanism to protect him from the abusive exploitation of his economic situation by the professional.
- The application of economic coercion theory guarantees the necessary legal protection for the vulnerable contractor who is the consumer in the form of judicial control of contracts.
- Insufficient legal protection provided by the legislator to the consumer in consumer legislation and the general theory of contracts in comparison with technological, economic, and social development.

And Based on the results reached, a set of **suggestions** can be made, represented in the following points :

- The need to reconsider and review all laws that regulate the issue of contractual freedom and economic relations, whether consumer legislation or the rules of the general theory of contracts, to keep pace with the development of society, especially directed to the electronic consumer by establishing preventive and protective mechanisms that guarantee him freedom of his will and thus his satisfaction is healthy.
- The Algerian legislator should put in place an explicit text in which it adopts the theory of economic coercion and devotes a special legal sanction to it as a new authority for the judge to protect the consumer from professional abuse.
- The rules of the Algerian civil law must be re-elaborated with a radical amendment simulating the amendment of the French Civil Code in 2016 and the reform of the reform in 2018 and overcoming the gaps and deficiencies that the legislator fell into in the area of the contract to restore its position as the general law of contracts while preserving the privacy of Algerian society.
- The need to create new legal mechanisms that guarantee a balance between the consumer's freedom of contract in its three dimensions, which are freedom to contract,

freedom to choose the contractor, and freedom to define the content of the contract and provide him with the necessary protection.

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