

The Best Ways to Resolve Contractual Disputes in E-commerce^{1, 2}

Anwasha Bhattacharya

ABSTRACT

The tremendous boom in the past decade in the world of internet has significantly demanded the need for strong resolution solutions for contractual disputes in the world of e-commerce. This paper follows the different ways to resolve these disputes and finally to come up with a fit that best suits the e-commerce disputes.

To lead us up to this solution many tools like root cause analysis, additive weighting technique, qualitative and quantitative analysis has been used and thus a solution that best fits the problem has been come up with.

Key words: E-Commerce, E-contracts, Internet, Dispute resolution, Contracts, Management,

INTRODUCTION

In this growing world of the internet, the 'online presence' of any company has essentially become the pathway which shows if your business would flourish or die out. This undeniable involves e-commerce contracts which can be vaguely defined as "any contracts that you or your company sign with any technology service provider having anything to do with the internet is an e-commerce contract"³. Increasingly companies are turning towards this approach as it not only shows tremendous a growth but also helps a lot in terms of not having to acquire an actual shop. Many well-established companies like Nike, Sephora, H&M who have a lot of market hold and proper showroom also invest in their online shops because of the growing trend in this sector.

¹ Editor's note: Student papers are authored by graduate or undergraduate students based on coursework at accredited universities or training programs. This paper was prepared for the course "International Contract Management" facilitated by Dr Paul D. Giammalvo of PT Mitratata Citragraha, Jakarta, Indonesia as an Adjunct Professor under contract to SKEMA Business School for the program Master of Science in Project and Programme Management and Business Development. <http://www.skema.edu/programmes/masters-of-science>. For more information on this global program (Lille and Paris in France; Belo Horizonte in Brazil), contact Dr Paul Gardiner, Global Programme Director, at paul.gardiner@skema.edu.

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³ Schaefer, E. (2012, January 05). What is an E-Commerce Contract? Retrieved October 23, 2018, from <http://tcattorney.typepad.com/contracts/2012/01/what-is-an-e-commerce-contract.html>

“It is defined as any business transaction that has been negotiated over an online system and where the parties interact electronically rather than by physical exchange or contact”⁴. Most of the transactions are between the business and the customers (B2C), this could happen directly through the exact brand/company’s website or by third party websites like Amazon, Shein etc. “Electronic commerce draws on such technologies as electronic funds transfer, supply chain management, Internet marketing, online transaction processing, electronic data interchange EDI, inventory management systems, and automated data collection systems”⁵. “Data integrity and security are very hot and pressing issues for electronic commerce”⁶.

These contracts include many attributes of the cyber law and also depends on the jurisdiction of that particular topography. As a result, there are usually disputes arising from the above stated set of complex conditions. For a business to customer transaction (B2C) the amount of shipment is generally restricted to a certain number of items per customer in the clause but disputes might arise in such overseas situations while dealing with business to business transactions (B2B) at the borders due to taxes or unforeseen situations.

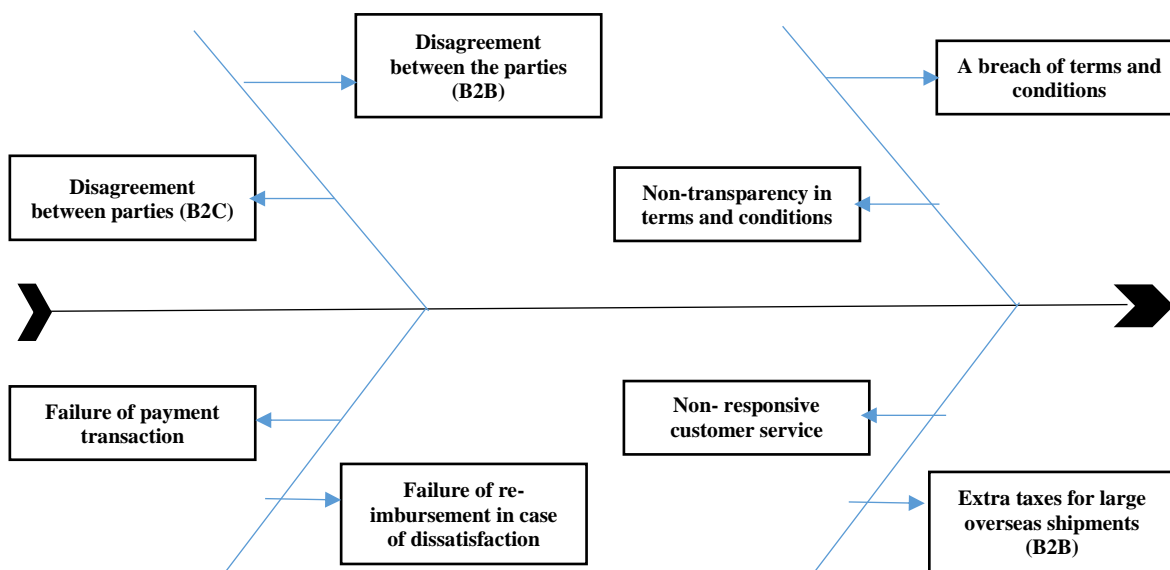
The need of a proper e-commerce contracts is indirectly/indirectly related to project management these days as there is a rising demand for more and more product marketing and project marketing marketing/advertisement scope of the projects. Also, if a company decides to outsource or buy products through a company that is entirely based online then there arises a serious need for a good e-commerce contracts that is specific to the matter.

Understanding the causes for these disputes and a deeper realization of where the problem arises will shed some light to the methods or ways that it could be easily resolved. For this research I have visited many online law websites that specializes in e-contracts and its disputes. This has led to the root cause analysis of this paper which is actually identifying the reasons for disputes in e-commerce.

⁴ L. (2018, October). Challenges of E Commerce to Traditional Contracts. Retrieved from <https://www.lawteacher.net/free-law-essays/contract-law/challenges-of-e-commerce-to-traditional-contracts-contract-law-essay.php>

⁵ E-COMMERCE and E-CONTRACT. (2018, April 17). Retrieved from <https://www.legalbites.in/e-commerce-e-contract/>

⁶ E-COMMERCE and E-CONTRACT. (2018, April 17). Retrieved from <https://www.legalbites.in/e-commerce-e-contract/>

Figure 1: Root Cause Analysis⁷

In this paper I try to analyze the attributes that gives rise to these disputes and the possible ways of resolving them.

- What are the reasons for the disputes in the first place?
- How can these contractual disputes be resolved in a way that diminishes cost overruns and time delays?
- Identify the effective/proven methods to deal with such disputes.

According to the Guild of project controls compendium, projects are means to an end to “acquire, create, update, maintain, expand and eventually dispose” of organizational assets⁸. And a programme is “a group of related projects managed in a coordinated way to obtain benefits and control not available from managing them individually”⁹. In this context the expansion into e-commerce is a project in itself which can add value to the enterprise and bring about a change in their business. **A programme** is “a group of related projects managed in a

⁷ By Author

⁸ Guild of Project Controls Compendium (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

⁹ GlobalPMSStandards (<https://globalpmstandards.org/tools/complexity-rating/program-typology/>)

coordinated way to obtain benefits and control not available from managing them individually¹⁰. In this case there can be a compilation of different e-commerce projects in different platforms which is all in turn related to contracts. By the use of these definitions we can clearly link our paper to projects and programme management as E-commerce being the flag bearer for the future of business it can be directly related to programme and portfolio management as projects are increasingly extended to cover this field of business. The following figure explains the need of a proper contractual resolution plan in e-commerce as the business strategy often demands the need of expansion in e-commerce fields to stay relevant and thus resulting in a portfolio of projects in e-commerce.

	DEFINITION	EXAMPLE (in E-commerce)
Project	an investment that requires a set of logically linked and coordinated activities performed over a finite period of time in order to accomplish a unique result in support of a desired outcome ¹¹	The integration of E-commerce in the enterprise in order to expand growth of the company.
Program	Strategic program: deliver assets and benefits that are directly linked to attaining the sponsoring organization’s future state ¹²	The establishment of e-commerce is important to stay relevant in the field and gives a competitive advantage. Eg. Primark is expanding into e-commerce.
	Operational program: deliver assets and benefits that are critical to the sponsoring organization’s day to day operations	Maintaining the warehouse facilities and online services and repair and maintain servers. Keeping track of user data and updating software.
	Multi-Project Program: achieve synergies from projects with common traits such as shared resources, similar clients or product technology. ¹³	Can be expanded into many online portals (websites) like amazon, amazon affiliates and also have a dedicated website of its own
	Mega-Project: deliver a specific asset to the sponsoring organization. ¹⁴	Exclusively e-commerce only stores like who have dissolved their stores to go online-only brands. Eg. Trunk club, Blue Apron
Portfolio of assets	Information Assets: controlled by functional groups like IT, engineering. ¹⁵	The website, meta data, ad resources, user data, tags, search engine optimization.

¹⁰ GlobalPMStandards (<https://globalpmstandards.org/tools/complexity-rating/program-typology/>)

¹¹ Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

¹² Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

¹³ Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

¹⁴ Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

¹⁵ Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

	Human assets: controlled by HR ¹⁶	Product manager, shipping team, delivery team, customer service.
	Physical Assets: controlled by either operations (“plant manager”) or other functional entities such as “heavy equipment shop” ¹⁷	Warehouses, drop off offices.
	Financial Assets: controlled by accounting or finance ¹⁸	Online transactions, online servicing related to payments, accounts manager.
	Intangible assets: Difference between a company’s book value and market capitalization value. ¹⁹	Brand Logo, Brand image, Website domain.
Portfolio of projects	Fact of minimizing of the risk and maximizing the return. Any organization, be it owner or contractor has a portfolio of assets available to dedicate to projects, with the objective being to develop the best “mix” of projects which will generate the most favorable return on those “assets”. ²⁰	Exploring the portfolio of available assets to support projects and matching them to support e-commerce. Example: using the available brand image and expand the assets into e-commerce.

Figure 1: Definitions and examples of key words²¹

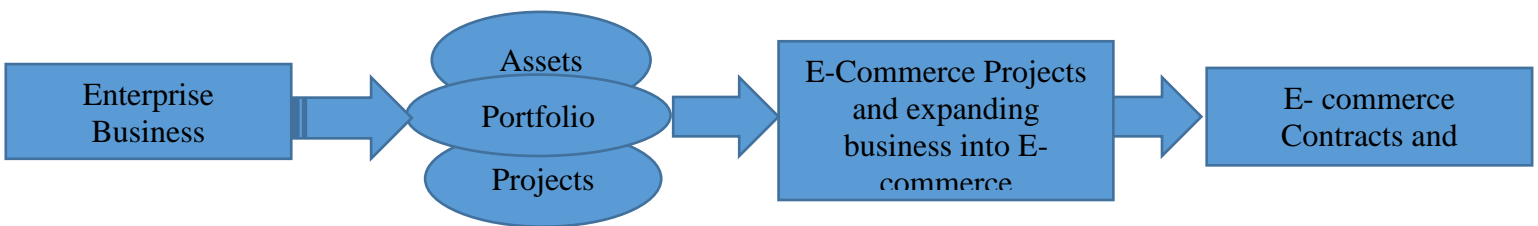


Figure 2: Connecting Project management to e-commerce via contract documents²²

16 Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

17 Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

18 Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

19 Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

20 Guild of project controls compendium and reference (car). (2015, November 2). Retrieved November 16, 2018, from (<http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>)

²¹ By Author

²² By Author.

Methodology: STEP 1

After the root cause analysis, it is important to identify the problems associated for which the solution is to be generated. They are:

- Methods for resolving online contractual disputes.
- Analyze those methods and then identify the most effective and least time-consuming ways.
- Help integrate some points which might help to avoid e-commerce disputes altogether.

To fully understand this we have to establish that many enterprises have go “online” to prove their global presence or to establish a global market. Therefore stepping into different jurisdictions from all over the world. “The Zippo court said that jurisdiction should be determined based on the level of interactivity and commercial nature of the exchange of information that occurs on the web site”²³. It divided websites into three areas”²⁴

- “Fully interactive sites where users purchase goods or services, exchange information or files, or enter into agreements”²⁵
- “Fully passive websites where information is available for people to view,”²⁶
- “Sites somewhere in the middle, with only limited interaction”²⁷.

Hence there is a rise in e-commerce disputes and the next section discusses the methods of resolving these.

Step 2: Feasible Alternatives and Attributes:

The e-commerce contractual disputes has to be resolved often within a time frame and is essential as to maintain the reputation of the business and eventually have good customer satisfaction. This comes about to ways an dispute can be solved and they are: ²⁸

1. Alternate dispute resolution
2. Online dispute resolution
3. Court litigations

²³ Berkmen center for internet and society, Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

²⁴ Berkmen center for internet and society, Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

²⁵ Berkmen center for internet and society, Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

²⁶ Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

²⁷ Berkmen center for internet and society, Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

²⁸ Berkmen center for internet and society, Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

4. Others: Credit card charge back, small court claims, complaints to government authorities.

Step 3 – Development of Feasible Alternatives

This section follows the description and investigating the methods mentioned above and a detailed analysis of each. It also discusses the pros and cons of using each methods and the attributes related to them.

Alternate dispute resolution:

“Procedures or processes (such as arbitration, conciliation, mediation) that are voluntarily adopted to resolve controversies (or to settle disagreements) before taking recourse to legal action (litigation) ²⁹”.

“ADR typically includes early neutral evaluation, negotiation, conciliation, mediation, and arbitration as burgeoning court queues, rising costs of litigation, and time delays continue to plague litigants, more states have begun experimenting with ADR programs”³⁰ therefore some of these programs are voluntary; others are mandatory.

²⁹ GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) |FORMAL DISPUTES RESOLUTION. (2018). Retrieved from <http://www.planningplanet.com/guild/gpccar/formal-disputes-resolution>

³⁰ GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) |FORMAL DISPUTES RESOLUTION. (2018). Retrieved from <http://www.planningplanet.com/guild/gpccar/formal-disputes-resolution>

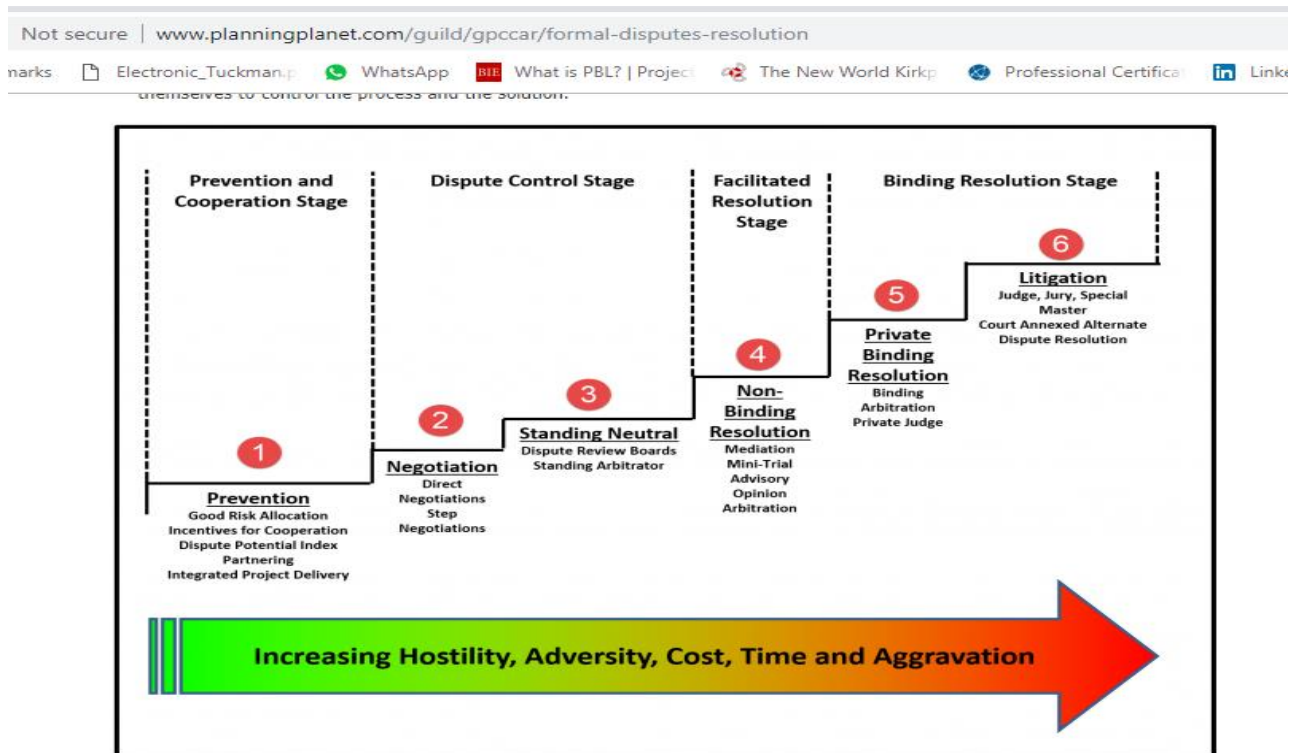


Figure 2 - Illustrating the Escalation Steps in the ADR Process
 Source: Adapted from The Handbook of Conflict Resolution: Theory and Practice 3rd Edition, 2014, Coleman, Deutsch & Marcus

Figure 3: Illustrating the escalation steps in the ADR Process (Guild of Project Controls COMPENDIUM)³¹

The main attribute of alternate dispute resolution is majorly negotiations with the customers/clients and understand the issue in hand and find methods to go about it.

To elaborate a bit more, the Cornell University Law School Legal Information Institute explains that:³²

"While the two most common forms of ADR are arbitration and mediation, negotiation is almost always attempted first to resolve a dispute and it is the preeminent mode of dispute resolution. Negotiation allows the parties to meet in order to settle a dispute. The main advantage of this form of dispute settlement is that it allows the parties themselves to control the process and the solution³³".

If the above-mentioned common forms of ADR that is arbitration and mediation involves layers and experts and legal teams it also varies in different countries and also sometimes results in

³¹ GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) |FORMAL DISPUTES RESOLUTION. (2018). Retrieved from <http://www.planningplanet.com/guild/gpccar/formal-disputes-resolution>

³² GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) |FORMAL DISPUTES RESOLUTION. (2018). Retrieved from <http://www.planningplanet.com/guild/gpccar/formal-disputes-resolution>

³³ GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) |FORMAL DISPUTES RESOLUTION. (2018). Retrieved from <http://www.planningplanet.com/guild/gpccar/formal-disputes-resolution>

complex and time consuming solutions in cross-border disputes in e-commerce. It also involves a lot of stress between the parties and takes time and the costs involved are usually high due to the legal team and the specialists involved.

Online dispute resolution

«In an online business environment, it is advantageous to be able to resolve disputes online as well. Online dispute resolution (ODR) offers the advantage of speed, reduced cost, greater convenience and accessibility³⁴». «Online dispute resolution (ODR) utilizes the Internet as a more efficient medium for parties to resolve their disputes through a variety of ADR methods similar to traditional ADR. Using computer-networking technology, ODR brings disputing parties together "online" to participate in a dialogue about resolving their dispute³⁵».

This method is quicker and more efficient when it comes to e-commerce contracts breaches and issues. Even though it is a fairly recent method of settling disputes it is by far the most cost and time efficient as it has fairly lesser involvement and less stress involved. It is simple as it starts with filing a simple complaint with an ODR provider.

It utilizes emails, chats and video conferencing to resolve disputes. It also has automated responses to common conflicts and is very time efficient. The procedure is confidential if both parties agrees otherwise. It follows arbitration, mediation or negotiation but in a software environment with easy interfaces.

Although there are a few criteria's that should be used while choosing ODR provider. Low cost, efficiency, transparency, qualified personnel are some of them.

Court litigations

Court litigations are taken up if both the parties agree and follow the same jurisdictions. "Due to the difficult choice of law and jurisdictional problems that arise in cross-jurisdictional transactions, ADR has the advantage of offering quicker and less expensive resolution"³⁶. It also involves lawyers and other experts to take up the case and can often lead to time and cost overrun. It involves a lot of stakeholders and also stress associated with a lengthy proceedings.

Other Methods:

- **Credit card charge back:**

³⁴ Berkmen center for internet and society, Disputes (2001, May 09). Retrieved November 07, 2018

<https://cyber.harvard.edu/olds/ecommerce/disputes.html>

³⁵ A Guide for Consumer s[PDF]. (2002, March). ABA Task Force on Electronic Commerce and Alternative Dispute Resolution Task Force.

https://www.americanbar.org/content/dam/aba/migrated/2011_build/dispute_resolution/consumerodr.authcheckdam.pdf

³⁶ Disputes. (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

This is an efficient way of ensuring the dispute being resolved but it has drawbacks like this is actually a pretty expensive for the online merchant and also the time consumed in this procedure is more. It also involves the coordination from the consumer and the seller and involves a third party like the credit card company to make an assessment of the situation.³⁷

- **Complaint to the government:**

Complaining to the government authorities like the consumer protection agency is often a very tedious process that involves a lot of time and dedication. For global platforms its difficult to have this as the jurisdiction in different places are different. This method may not be as effective for online disputes unless the governmental agencies and consumer protection agencies provide online complaint submission³⁸

- **Small court claim:**

“While small claims courts may provide a simple and low-cost forum for resolution of disputes involving small amounts, the jurisdictional and choice of law problems which arise in traditional litigation are equally applicable”³⁹. This might not be necessary as the ODR can resolve the same issues in much less time and cost.

Step 4: Selection Criteria

In order to find a suitable way of finding a solution that is the most efficient we implement the Multi-Attribute Decision Making (MADM) technique. In this we identify some feasible attributes that are important to the method of resolving disputes and then rank each method in order to find the most and the least efficient method. In this we have identified the following ⁴⁰

- **Speed:** E-commerce contractual disputes are always subjected to time as it is essential to dissolve the issue as soon as possible as it involves the customer and his interests.
- **Cost:** The cost incurred during the dispute resolution methods should be ideally kept as low as possible.

³⁷ MICHAEL ESTABROOKS (2016, May 27) Chargebacks 101: What E-Commerce merchants should know <https://www.chainstoreage.com/news/chargebacks-101-what-e-commerce-merchants-should-know-0/>

³⁸ Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

³⁹ Disputes (2001, May 09). Retrieved November 07, 2018 <https://cyber.harvard.edu/olds/ecommerce/disputes.html>

⁴⁰ What is Online Dispute Resolution? A Guide for Consumers [PDF]. (2002, March). ABA Task Force on Electronic Commerce and Alternative Dispute Resolution Task Force. https://www.americanbar.org/content/dam/aba/migrated/2011_build/dispute_resolution/consumerodr.authcheckdam.pdf

- **Flexibility of Process:** This follows the rules and regulations that are set and how far are they allowed to be bendable depending on the situation. It showcases the theoretical flexibility that is needed or enforced.
- **Enforceability:** “One of the key advantages of arbitrating rather than litigating international disputes is the relative ease with which an international arbitral award rendered in one country can be enforced in another country”⁴¹. Here enforceability plays an important attribute as it is essential for the dispute to be resolved.
- **Confidentiality:** “The desire to keep a dispute and its resolution confidential frequently plays an important role in a party’s decision to agree to arbitration. Indeed, arbitral proceedings are private and, unlike court proceedings, are not part of the public record.”⁴² However it is necessary to make sure both the parties agree to confidentiality. It is essential in some sensitive cases and can be valued by customers.
- **Freedom to choose a Neutral and Competent Decision Maker:** “Parties to a contract are often reluctant to submit to the jurisdiction of the other party’s home courts. The mutual unwillingness to risk having a dispute decided by a tribunal that is believed to be more sympathetic to the other party’s interest is usually one of the main reasons contracting parties agree to submit future disputes arising out of their contract to arbitration”⁴³.
- **Ability to Select Place and Language of the Arbitration:** This is the freedom of the party to choose the Language time and Place as it is important to the case and ease of the process. “The parties can thus define which place of arbitration is most convenient for them. Negotiations typically result in agreements pursuant to which the law of one party’s country is to govern the contract while the place of arbitration is to be in the other party’s country”⁴⁴.

Apart from the above 7 attributes, the Proskauer Guide on international litigation and arbitration follows other attributes also, let us explore these and give reasons as to why they aren’t applicable to this case of E-commerce disputes resolution:

- **Limited Discovery:** The guide says that they are very rare in practice⁴⁵ and not supported case of e-commerce disputes.

⁴¹ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

⁴² PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

⁴³ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

⁴⁴ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

⁴⁵ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

- **Absence of Appeal:** “Here remains a very limited scope for judicial review of arbitral awards in the context of a judicial procedure to set aside or to vacate an award. In countries that have ratified the New York Convention such vacatur can occur only in very exceptional circumstances⁴⁶”.
- **Potential Need for Court Intervention:** “A potential complication of the international arbitration process arises from the fact that in certain situations the intervention of courts becomes necessary⁴⁷”. But in case of e-commerce disputes as they are rarely very large scale and usually among customer and parties court interventions are not applicable unless a either party asks for it.
- **Arbitrators’ Inability to Consolidate Actions or Join Third Parties:** “Because of the consensual nature of arbitration, arbitrators cannot generally consolidate actions absent an agreement by both parties. That can constitute a significant drawback where disputes between the same parties relate to different contracts that have not been subjected to the same arbitration agreement⁴⁸. In this case there should be involvement from both parties subjected to the same contract otherwise the claim becomes invalid.

⁴⁶ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

⁴⁷ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

⁴⁸ PETER SHERWIN, ANA VERMAL, ELIZABETH FIGUEIRA Perceived Advantages and Disadvantages of International Arbitration (2016) <https://www.proskauerguide.com/arbitration/19>

Factors Alternatives	Speed	Cost	Flexibility of Process	Enforceability	Confidentiality	Freedom to Choose a Neutral and Competent Decisionmaker	Ability to Select Place and Language of the Arbitration	Total
Alternate Dispute Resolution	X		X	X	X	X		5
Online Dispute Resolution	X	X	X	X	X	X	X	7
Court Litigation						X	X	2
Credit card cash back			X	X	X			3
Government Consumer Claims		X					X	2
Small courts claim		X	X			X		3

Figure 4: Multi-Attribute Decision Making⁴⁹

According to the MADM it is clearly seen that court litigation and government consumer claims are the least desirable when it comes to e-commerce contractual dispute resolution. It is mostly because it involves different jurisdictions and face to face contact with both parties which is usually not possible. Online dispute resolution stands out to be the best format as it is easy, quick and less complicated. Alternate dispute resolution comes at 5 points and credit card cash back at 3 points as it is still vastly used due to the fact that this is an old and tried method. But it involves more time and thus Online dispute resolution is preferred over those. Small courts claim and government complains could be done in extreme case scenarios but due to its complications

⁴⁹ By Author

its preferable avoided.⁵⁰ Confidentiality is respected in ADR, Online dispute resolution and credit card charge back. It is an important feature and is valued by customers. Freedom to choose a Neutral and Competent Decision Maker and Ability to Select Place and Language of the Arbitration are also two important points valued in resolving disputes in a smoother process and online dispute resolution agrees with both.

After our Multi-Attribute decision making table helped us to eliminate 2 least desirable options, let's move on to do qualitative analysis on the rest of our options.

Here, the color code can be explained as:

- Green: Best fit for the criteria
- Light green: Pretty Good fit for the criteria although not best
- Yellow: Acceptable fit for the criteria in worse case
- Red: Worts fit for the criteria

Factors \ Alternatives	Speed	Cost	Flexibility of Process	Enforceability	Confidentiality	Freedom to Choose a Neutral and Competent Decisionmaker	Ability to Select Place and Language of the Arbitration
Alternate Dispute Resolution	Excellent	Fair	Excellent	Excellent	Excellent	Excellent	Good
Online Dispute Resolution	Excellent	Good	Excellent	Excellent	Excellent	Good	Excellent
Credit card cash back	Poor	Fair	Fair	Excellent	Excellent	Fair	Fair
Small courts claim	Poor	Excellent	Fair	Poor	Good	Excellent	Poor

Figure 5: Qualitative Analysis⁵¹

⁵⁰Online dispute resolution: The future of justice. (2015, October 21). Retrieved from <https://www.sciencedirect.com/science/article/pii/S2351667415000074>

⁵¹ By Author

FINDINGS

Step 5: Analysis and comparison of the alternatives

Now that we have made a qualitative analysis, we move ahead to make a quantitative analysis using the relative weighted technique which will help us compare how the alternatives perform in relation to each other. For that we will convert the previous color code into base 1 scoring model.

The conversion table is:

- EXCELLENT = 1
- GOOD = 0.67
- FAIR = 0.33
- POOR = 0

We apply the above conversion to Figure 5:

Factors \ Alternatives	Speed	Cost	Flexibility of Process	Enforceability	Confidentiality	Freedom to Choose a Neutral and Competent Decisionmaker	Ability to Select Place and Language of the Arbitration	SUM
Alternate Dispute Resolution	1	0.33	1	1	1	1	0.67	6
Online Dispute Resolution	1	0.67	1	1	1	0.67	1	6.34
Credit card cash back	0	0.33	0.33	1	1	0.33	0.33	3.32
Small courts claim	0	1	0.33	0	0.67	1	0	3

Figure 6: Quantitative Analysis⁵²

⁵² By Author

Now we apply the additive weighting Technique, for that we first give a relative rank to all the attributes 1 being the most important criteria.

Attributes	(Step 1)	Step 2		
	Relative Ranking	Normalized weight (A)		
Speed	1	1/28	=	0.035
Cost	2	2/28	=	0.071
Flexibility	4	4/28	=	0.142
Enforceability	3	3/28	=	0.107
Confidentiality	7	7/28	=	0.25
Freedom to choose	5	5/28	=	0.178
Ability to select	6	6/28	=	0.214
SUM	28		SUM	1

Figure 7(A): Additive weighting technique analysis Step 1&2⁵³

Alternate Dispute Resolution	
(B)	(A)x(B)
1	0.035
0.33	0.0234
1	0.142
1	0.107
1	0.25
1	0.178
0.67	0.143
SUM	0.878

Online Dispute Resolution	
(C)	(A)x(C)
1	0.035
0.67	0.047
1	0.142
1	0.107
1	0.25
0.67	0.119
1	0.214
SUM	0.914

⁵³ By Author

Figure 7(b): Additive weighting technique⁵⁴ Figure 7(c): Additive Weighting technique analysis⁵⁵

Credit card cash back	
(D)	(A)x(D)
0	0
0.33	0.023
0.33	0.046
1	0.107
1	0.25
0.33	0.058
0.33	0.070
SUM	0.554

Figure 7(d): Quantitative Analysis ⁵⁶

Small Courts Claim	
(E)	(A)x(E)
0	0
1	0.071
0.33	0.135
0	0
0.67	0.167
1	0.214
0	0
SUM	0.587

Figure 7(e): Quantitative Analysis⁵⁷

Step 6: Selection of the preferred alternative

The above results show a relation between the alternatives and gives just a clear comparison between them. In the quantitative analysis results dictated that Alternate dispute resolution and online dispute resolution stood out by 3 points and more over credit card cash back and small courts claim. They were good options but the attributes did not apply to the case of e-commerce disputes and clearly they fell back.

If we compare the results between alternate dispute resolution (6) and online dispute resolution (6.34) we can get the calculation as: $6.36/6=1.06$ and $1.06*100 = 106\%$ indicating that online dispute resolution is 106 times better than ADR.

If we move on to the additive weighting technique and compare online dispute resolution with Alternate dispute resolution, we get the calculations as $0.914/0.878 = 1.04$ and $1.04*100 = 104\%$. We clearly see that even with additive weighted technique we find online dispute resolution to be better than the rest.

⁵⁴ By Author

⁵⁵ By Author

⁵⁶ By Author

⁵⁷ By Author

Step 7: Performance monitoring and post-evaluation of results

The best ways to monitor the performance of the chosen alternative would be the following:

- Check the following criteria of your ODR provider Low cost, efficiency, transparency, qualified personnel.
- Before filing a complaint with the ODR provider please research the terms and conditions of the contract.
- If you are looking for confidentiality then please check that both the parties agrees to it before getting into.

CONCLUSION

This paper addressed to the contractual disputes in e-commerce and the best ways to resolve them.

The growing age of internet suppliers for day to day activities demand for a better more efficient method of resolving these disputes. Online Dispute resolution does just that, it makes sure that the issue is handled within the lowest possible time and cost and in the case of e-commerce beats alternate dispute resolution. By giving the freedom to choose and direct the dispute in a way that fits the customer.

Consequently, after researching all the methods and applying all the possible attributes which fits the criteria it was clear that online dispute resolution significantly overthrows the rest of the methods.

Thus, this paper concludes and helps give clarity to the world of e-commerce dispute resolution as to how it could be best resolved.

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About the Author



Anweshha Bhattacharya

Paris, France



Anweshha Bhattacharya is currently pursuing Msc. in Project and Programme Management and Business Development from Skema Business School Paris. Having experience in Business development for about a year she is looking to further her career into project management field. She holds a bachelor's degree Electronics Engineering from the University of Mumbai, India. She has completed internships in multiple cities in India for business development and has worked as a business developer cum analyst in Mumbai for 4 months before pursuing this degree.

Anweshha lives in Paris and can be contacted via e-mail at anweshha.bhattacharya@skema.edu