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CRITICAL ANALYSIS OF THE LEGAL AND INSTITUTIONAL FRAMEWORK FOR THE PROTECTION OF CONSUMER RIGHTS IN NIGERIA

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Abstract

The Nigerian Federal Competition and Consumer Protection Act (FCCPA) which is modelled after the South African Competition Act, established two institutions for the purposes of enforcing its provisions. These are the Federal Competition and Consumer Protection Commission (FCCPC) and the Competition and Consumer Protection Tribunal (CCPT). It saddled them with the responsibility of promoting competition in the Nigerian market by eliminating monopolies, prohibiting abuse of a dominant position and penalizing other restrictive trade and business practices. The FCCPA is applicable to all commercial activities within, or having effect in Nigeria; and in order to ensure a cordial relationship and guard against power tussle between sector-specific regulators and the FCCPC, the Act mandates the FCCPC to negotiate agreements with sector specific regulators having competition and consumer protection competence to co-ordinate as well as harmonise the exercise of jurisdiction over competition and consumer protection matters within the relevant industry or sector. This paper identifies various ways by which FCCPA, Tribunal and Commission protects the rights of consumers, particularly by protecting them from unfair terms of contracts especially in relation to interactions between the service providers and the consumers. The approach to be adopted will be doctrinal method of legal research with references to the FCCPA as well as other legal writings in position papers delivered at seminars, workshops and conferences; journals and textbooks and relevant case law. The paper is relevant in this contemporary time in Nigerian history because several Nigerians have complained of arbitrary inflation of prices by traders and service providers, and the traders in turn blame foreign exchange and fuel crises for their reckless and indiscriminate actions.

Keywords: Competition, Consumers, Services, Contracts, Industry, Sector, Nigeria

1. Introduction

The Federal Competition and Consumer Protection Act (FCCPA) 2018 is the most important legislation that regulates and protects consumers in Nigeria. It was enacted to among other things prohibit anti-competitive agreements[1], misleading, deceptive, or unfair business practices that may eliminate competition or create unfair market dominance in Nigeria; as well as to promote and protect the interest of consumers by making available a wide variety of quality products and services at competitive and fair prices.

Consumers have a right to clear and understandable information, in other words, consumers have a right to proper information about products, and services which must be in plain understandable language. This is in addition to the right of consumers to be protected against unfair prices or unfair contract terms. However, in spite of the enactment of this novel piece of legislation, infractions by service providers still persist against consumers.

It is worth observing that Nigerian consumers suffer exploitation from service providers. In recent past, steps have been taken to protect Nigerian consumers in order to curb excesses on the part of service providers, including the enactment of the FCCPA as well as establishment of relevant agencies to curb excesses. Nevertheless, it is important to note that the evolution of technology has

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[1]Section 1 (a)Federal Competition and Consumer Protection Act, 2018

further encouraged the growth rate of e-commerce in Nigeria. This unprecedented growth has seen many online vendors easily committing infractions under the FCCPA, 2018. As such, it has become necessary to embark on research to identify unfair contract terms by service providers in Nigeria and identify the remedies for curbing same. Hidden costs, minimal options of refund of money and limited availability of options to return goods represent few examples of infractions committed by online vendors.

1.1 Conceptual Clarifications

Concepts to be defined include enforcement, contract and contract terms among others.

i. **Enforcement:** This is defined as the act of compelling observance of or compliance with a rule, regulation or law(s).[2]

ii. **Contract:** Contract[3] is a legally binding agreement between two or more persons that creates mutual obligations. It outlines the specific terms and conditions that parties agree to, and if one party fails to fulfil their obligations, the other party can seek legal remedies. Key elements of legally enforceable contracts traditionally include offer, acceptance, consideration, capacity, intention to create legal relations, as well as the legality of the contract. In terms of the legality of the contract, the purpose of the contract must be lawful. In terms of the intention to create legal relations the parties must intend for their agreement to be legally binding. Additionally, regarding the capacity of the contracting parties, they have to be legally competent to enter into contracts particularly being of legal statutory age of adulthood which varies from one jurisdiction to the other; as well as being of sound mind. In addition, consideration involves the parties providing something of value in exchange for the other's promise. Furthermore, in respect of offer and acceptance; offer refers to one party proposing specific terms to another and acceptance means the other party agrees to the proposed terms.

iii. **Contract terms:** This refers to the individual clauses or stipulations within a contract that define the agreement's scope, obligations as well as consequences. Fair contract terms aims to prevent one party from being unfairly burdened or exploited. Additionally, fair terms ensure balanced and equitable agreement between the customer/consumer and the service provider. Unfair terms on the other hand impose excessive burdens and liabilities on one party without justification. Furthermore, these kinds of terms in contracts are usually unclear or ambiguous thereby making it hard for the affected party to grasp their implications.

iv. **Consumer:** A consumer is a person who is supplied with goods and services by the supplier[4]; someone who acquires goods or services for direct use or ownership rather than for resale or use in production and manufacturing.[5]A consumer is also one who might foreseeably be harmed by a product at or after the point of its retail sale or equivalent transaction with a member of the consuming public.[6] Historically in Nigeria, attempts had been made to protect the consumer as seen by the definition of a consumer in the Consumer Protection Council Act of 1992[7] which defined a consumer as an individual who purchases, uses, maintains or disposes of products and services.

A wider scope to this definition is inferred in Section 6 of this Act which is now repealed; to the effect that a consumer or a 'community' that has suffered loss or damage or injury resulting from the use or impact of any goods, services, or products may tender complaints in writing to seek redress through a state committee, thus consumers might also be a community of persons. The

[2]<https://dictionary.cambridge.org> accessed 23 July 2025 by 10:15pm
[3]See note 14 (n14)
[4]S I Nchi, *The Nigeria Law Dictionary* (Greenworld Publishing Company Limited 2010)
[5]'Consumer', West Encyclopaedia of American Law (2010)
[6]M F Daller, Product Liability Desk Reference, (2010) 255
[7]The Consumer Protection Council Act has been repealed

Nigerian Communications Act 2003 defines a consumer as any person who subscribes to and uses communication service; hence a sector-specific definition of the term "consumer".

v. **Consumer Protection:** The term "consumer protection"; was defined to mean:

> *…the provision of appropriate and effective mechanisms to protect the pecuniary, health, safety, and security interests of all legal persons against misleading, fraudulent and harmful business practices, including manufacturing, trading, packaging, advertising, distributing and selling of products/services to the ultimate consume*r.[8]

According to the Black's Law Dictionary, consumer protection laws are designed for the protection of consumers against unfair trade and credit practices involving consumer goods as well as to protect consumers against faulty and dangerous goods.[9] It is aimed at the protection of consumers in the course of a business transaction in obtaining goods or services from those who supply them. It is the policy of current legislation to protect consumers against unfair contract terms.[10]

1.2 Theoretical and Historical Foundation

In addressing the theoretical framework, it includes the historical foundation as well as the principles and ideas upon which the research topic is premised.[11] The theoretical framework is aimed at explaining the jurisprudential basis, as well as theories and principles guiding the field of research.[12] In taking the discussion further, it is important to note that some jurisdictions have insisted that unfair terms of consumer contracts are deemed unfair if contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract, to the detriment of the consumer.[13]

Additionally, transparency is fundamental to fairness. For instance, the Consumer Rights Act of the United Kingdom 2015 requires that a written term in a consumer contract is expressed in plain and intelligible language and must be legible.[14] This of course sits alongside the fact that consumers must be given a real chance; before entering a contract to not only see, but also to understand all terms that could operate to the consumers disadvantage. Historically, common law jurisdictions have discouraged inclusion of unfair contract terms in contracts with consumers. For instance, the Australian Consumer Law (ACL)[15] bans businesses from proposing, using or relying on unfair contract terms in standard form contracts with consumers and small businesses.

Under this law, penalties can be as high as fifty million Australian dollars for businesses and $2.5 million dollars for individuals. Historically, it is also on record that the beginning of consumer's rights can be traced to the former United States President, John F. Kennedy[16] who introduced to the congress the revolutionary national rights for consumers in 1962. President Kennedy identified four rights which the United Congress backed; these are the right to safety, the right to be informed, the

[8]B.B. Kanyip, *The Supreme Court and the Development of Consumer Protection in Nigeria*, in The Uwais Court, 103- 122 Guobadia et al (2006)
[9]B A, *Garner. Black's Law Dictionary* (8th edn, Thomson West, 2004) 335
[10]See generally the FCCPA
[11]See NALT BLUE BOOK p. 40
[12] See NALT BLUE BOOK p. 48
[13]Unfair contract terms explained; Guide Book issued by the Competition and Markets Authority of the United Kingdom, p. 6; <https://assets.publishing.service.gov.uk> accessed 29 July 2025 by 11:06pm
[14]ibid (n14)
[15]Unfair Contract Terms, published by Consumer Affairs Victoria, Australia, available at <https://www.consumer.vic.gov.au. > accessed at 11:27am on 29th July 2025
[16]F Tafita, 'Examination of Consumer Protection and the Patient's Bill of Rights (PBoR) in Nigeria with a Concise Reference to Some Selected Commonwealth Countries', *Journal of Private and Property Law* (2019) 4 (2) 167

right to be heard. Thirteen years later President Richard Nixon introduced the right to consumer education[17]; followed by President Ford introduced the right to redress for consumers.[18]

In Nigeria, the landmark case of *Nigerian Bottling Company v Demola Olanrewaju*[19] brought to the fore the fact that on a daily basis, Nigerian consumers are forced to contend with unwholesome products.

2. Legal and Institutional Framework for the Enforcement of Consumer Rights in Nigeria

2.1 The Nigerian Federal Competition and Consumer Protection Act

The practice of Competition law in Nigeria is a recent development and a relatively new phenomenon. Notwithstanding its early stage development, Competition law and practice is gradually improving with the introduction of new guidelines and frameworks being continuously developed for its implementation and enforcement in Nigeria. The principal statute regulating the sphere of Competition law in Nigeria is the FCCPA; that is the Federal Competition and Consumer Protection Act of 2018 (FCCPA 2018).

A dominant position allows an undertaking, a business venture or service provider to wield great influence; including great deal of economic strength thereby enabling it to prevent effective competition and act independently of other factors in the relevant market.[20] The Federal Competition and Consumer Protection Act prohibit the abuse of dominant position by one or more undertakings wielding such strength in the market.[21] The FCCPA also repealed the Consumers Protection Act. The Act further empowers the Federal Competition and Consumer Protection Commission (FCCPC) to eliminate anti-competitive agreements, misleading, unfair, deceptive, or unconscionable marketing, trading, and business practices,[22] as well as agreements that restrain or are likely to restrain competition in any market.[23] More so, where it appears that there are grounds for believing that a monopolistic situation may exist in any sector or across various sectors of the economy, the FCCPC is empowered to cause an investigation to be held into such sectors or into a particular type of agreement across various sectors in order to determine the extent of the situation in relation to the market.[24]

Although from the highlighted provisions, the FCCPA explicitly prohibits undertakings from leveraging their dominant positions to prevent effective market competition, its consideration or market definition are mainly in relation to the traditional market that focuses on the production or distribution of goods and services or any description, or the export of goods or services of any description from Nigeria.

However, competition in the traditional market differs from the data-driven market competition in the digital economy. Nevertheless, big technology companies are enjoined to play fair and build consumer trust in the market by avoiding anti-competitive practices.

To this end, certain institutional framework has been put in place for the implementation and enforcement of this law. This framework is discussed below:

[17]ibid
[18]ibid
[19](*2006) 9 CLRN*
[20]FCCPA s. 70 (1 & 2)
[21]ibid, ss 71 - 73
[22]ibid ss 2 & 17 (g)
[23]ibid ss 59 - 63
[24]ibid, s.76

2.2 Federal Competition and Consumer Protection Commission (FCCPC)

The Federal Competition and Consumer Protection Commission (FCCPC) is composed of a Board made up of a Chairman, the Chief Executive of FCCPC, Two Executive Commissioners as well as four non-executive Commissioners. In the context of the existing legal framework, the provisions of the FCCPA override that of any other law particularly regarding matters relating to competition and consumer protection. This implies that the FCCPC has precedence over and above any other sector-specific regulator in matters or conducts which affect competition and consumer protection.

In order to ensure a cordial relationship and guard against power tussle between certain sector-specific regulators and the FCCPC, the FCCPC is mandated to negotiate agreements with sector-specific regulators having competition and consumer protection competence to co-ordinate and harmonize the exercise of jurisdiction over competition and consumer protection matters within the relevant industry or sector.[25]

In 2024, the FCCPC issued a press release announcing the findings of its investigation into Meta Platforms Inc and WhatsApp LLC for alleged violations of the FCCPA, the NDPR[26] as well as other applicable laws.

The FCCPC investigation into the activities of Meta in Nigeria followed its (Meta's) modification of its privacy policy in January 2021 thereby allowing certain information (such as contact details and message content) to be shared with Facebook and potentially used for advertising purposes. Meta also gave individuals who did not want to share this data the option of deleting their accounts, however individuals who gave their consent were not given neither the ability nor the choice to later revoke their approval.[27]

In its response to the case against its policy and operations in Nigeria by the FCCPC; Meta clarified (in its defense) that the data intended to be collected and shared was for interactions with business accounts, not private messages between friends and family. Despite this position proffered by Meta, privacy worries about its data policy remained dissatisfactory to the FCCPC; and in this regard the FCCPC and the Nigerian Data Protection Commission ("NDPC") launched a joint investigation into potential violations of Nigeria's data privacy and competition laws by Meta, as a result of Meta's privacy policy amendment. Following the joint investigation by the FCCPC and NDPC, on July 12, 2024, the FCCPC assessed a fine of US$220,000,000 (Two Hundred and Twenty Million United States Dollars) on Meta based on the joint report for allegedly breaking the Nigeria Data Protection Regulation, 2019 (the "NDPR").[28]

The findings of the joint report noted that Meta had repeatedly violated the FCCPA as well as the NDPR, including abusive and discriminatory practices fashioned against Nigerian data. The investigation equally found that Meta was in violation of the FCCPA for abusing its dominant market positions.

Additionally, the Federal Competition and Consumer Protection Commission (FCCPC) as well as the Nigerian Data Protection Commission in their joint report noted among other things that[29]:

i. Meta Parties (Meta Platforms Inc, Facebook and WhatsApp LLC) violated the FCCPA and NDPR by denying Nigerian data subjects the right to self-determine;
ii. Meta Parties (Meta Platforms Inc, Facebook and Whatsapp LLC) repeatedly violated the FCCPA as well as the NDPR; including abusive and discriminatory practices and abuse of

[25]See sections 47 and 105 FCCPA
[26]The Nigeria Data Protection Regulation, 2019
[27]T Jaiyeola, 'Timeline of Nigeria's Meta $220 million case'' (Business Day, 23 July 2024) <https://businessday.ng/technology/article/timeline-of-nigerias-meta-220-million-case/> accessed 31 July 2025 by 4:10pm
[28]ibid (n28).
[29]Ibid n28

dominant market position against Nigerian data subjects and consumers; by the unauthorized transfer and sharing of Nigerian data-subjects' personal data;

iii. Meta Parties knowingly engaged in discrimination and disparate treatment against Nigerian data-subjects and consumers; and
iv. Meta Parties were complicit in "tying and bundling".

The Commission further directed Meta Parties to take the necessary steps to comply with the extant position of the current law in Nigeria (that is the FCCPA as well as the NDPA) to stop the exploitation of Nigerian consumers; and to equally desist from market abuse. In addition, the Commission in discharge of its statutory role, directed that Meta Parties were to refrain from future and similar conducts and practices which do not meet nationally approved standards and undermine consumer rights.

The above mentioned scenario clearly illustrates the role of the FCCPC in the enforcement of the FCCPA. The Commission is a fundamental body in the legal and institutional framework of regulating fair and unfair competition practices in Nigeria. The Commission's ruling of a monetary penalty against Meta in the sum of $220,000,000 (Two Hundred and Twenty Million United States Dollars) is a statutory penalty given under the powers of the Commission in accordance with the Federal Competition and Consumer Protection (Administrative Penalties) Regulations 2020.

2.3 Competition and Consumer Protection Tribunal (CCPT)

In a landmark judgment recently, the Competition and Consumer Protection Tribunal (CCPT) fined Multi-choice Nigeria in the sum of N150 million for challenging the jurisdiction of a court that restrained it (Multi-choice) from increasing the prices of its "DStv" and "Gotv" packages.[30] Leading a three-man panel led by Justice Thomas Okosun, the tribunal ordered Multi-choice to give Nigerians one-month free subscription on DStv and Gotv respectively.

The foregoing example represents the functions of the tribunal in action. In distinguishing the difference between the Competition and Consumer Protection Tribunal (CCPT and hereinafter referred to as the "tribunal") and the Federal Competition Consumer Protection Commission (FCCPC), it is important to highlight the fact that the Federal Competition Consumer Protection Commission is the investigative and prosecutorial authority that investigates complaints regarding anti-competitive conduct or other complaints from consumers.

The tribunal on the other hand is, in effect a court of first instance over conducts and market practices prohibited under the FCCPA, thereby adjudicating on and providing remedies in respect of cases concerning competition and consumer protection brought before it. Furthermore, the tribunal acts as an appellate body in matters over which the Commission has decision-making authority including intermediate mergers and exemptions.

The tribunal may also impose remedies such as prohibiting a merger, imposing interim relief, levying administrative penalties and ordering divestitures, etc. Thus as a quasi-judicial institution, the tribunal[31]:

i. Hears appeals from or reviews any decision of the Federal Competition and Consumer Protection Commission taken in the course of the implementation of any of the provisions of the FCCPA as may be referred to it;

[30] *Barrister Festus Onifade* v *Multichoice & Federal Competition Consumer Protection Commission* suit no: CCPT/OP/2/2024 (Unreported); see the Competition and Consumer Protection Tribunal (CCPT) News Magazine First Edition 2024, Volume 1, p.11
[31] Ibid n31 at p.31

ii. Hears appeals from or review any decision from the exercise of the powers of any sector of specific regulatory authority in a regulated industry in respect of competition and consumer protection matters.
iii. Make any ruling or such other orders as may be necessary or incidental to the performance of its functions under the FCCPA.

The governing rules for the tribunal are the Competition and Consumer Protection Tribunal Rules and Procedure 2021. Any private party can file a case with the Competition and Consumer Protection Tribunal in a civil matter where an infringement of any conduct prohibited by the FCCPA has been established.

However, matters where further investigation is required to establish such alleged infringement or criminal infractions must be referred to the Commission for investigation and prosecution in the first instance and a party can file an appeal with the Competition and Consumer Protection, CCPT, after the commission has investigated such complaint. Regarding legal representation, proceedings at the tribunal are quite informal as such private parties can represent themselves. However, noting that the law is complex, it is strongly recommended that parties should have legal representation especially in view of the fact that the tribunal's decisions are reviewed by the Court of Appeal.

2.4 Judicial Arm of Government (The Judiciary)

Generally, the Judiciary is the arm of government mandated to interpret the laws and resolve disputes. Towards this end, the judiciary constitutes part of the institutional framework set up by the law to adjudicate as a neutral arbiter. Section 6 of the 1999 Constitution of the Federal Republic of Nigeria sets up the judiciary.

2.4.1 Court of Appeal: The Court of Appeal is established by Section 237 of the 1999 Constitution of the Federal Republic of Nigeria. Aside from the constitutional provision establishing the Court of Appeal, the Court of Appeal (Amendment) Act 2005 as well as the Court of Appeal (Amendment) Act, 2013 give statutory backing to the establishment of the Court of Appeal. This court is vested with powers to hear appeals from court martials, election petition tribunals, and other administrative tribunals such as the Code of Conduct Tribunal, Investment and Securities Tribunals, and the Legal Practitioners Disciplinary Committee. Additionally, decisions of the Competition and Consumer Protection Tribunal can be appealed to the Court of Appeal.

2.4.2 Supreme Court

Established under Section 230 of the 1999 constitution of the Federal Republic of Nigeria, the Supreme Court consists of the Chief Justice of Nigeria and such number of Justices of the Supreme Court, not exceeding 21, as may be prescribed by an Act of the National Assembly. As the highest court in Nigeria, the Supreme Court is in the most basic aspect an appellate court. However it exercises some original jurisdictions in civil matters.[32]

In view of the fact that the FCCPA remained silent on whether the Court of Appeal is the final appellate court on competition law matters (that is appeals from the Competition and Consumer Protection Tribunal (CCPT) going to the Court of Appeal), appeals would definitely go to the Supreme Court from the Court of Appeal on matters of competition law disputes.

3. E-Commerce and Digital Consumer Protection

The Nigerian Federal Competition and Consumer Protection Act by virtue of Section 17(a) empowers the FCCPC to investigate and sanction violations of consumer rights. This section is particularly relevant in view of addressing issues such as unfair trade practices as well as deceptive advertising in the digital space. The FCCPA attempts to curb unfair trade practices as well as

[32]Section 232 of the 1999 Constitution of the Federal Republic of Nigeria

sanction unfair contract terms imposed upon the average Nigerian consumer; however enforcement remains a significant challenge.

The general challenge facing regulatory bodies in Nigeria of which the FCCPC is not an exemption; is the fact that there is a lack of resources (both human and financial), technical expertise, as well as autonomy needed to effectively monitor and enforce compliance. Nigeria's legal framework for digital consumer protection is robust on paper but lacks practical enforcement mechanisms.[33]

4. Challenges Generally

Odukoya and Adekola highlight the fact that the FCCPC, while well-intentioned, struggles with challenges such as limited funding and manpower, which hampers its ability to address consumer complaints promptly.[34]

4.1 The Evolving Landscape of Online Market Places: E-commerce in Nigeria over the years has experienced growth in leaps and bounds especially with the evolution of online platforms such as Jumia, Konga, and several others revolutionizing shopping. These platforms offer numerous perks in their advertisements in order to entice digital consumers hence offering access and convenience to a wide range of products, from groceries to electronics. However, this growth in e-commerce in Nigeria has equally brought about challenges hitherto not foreseen by the Act[35].

4.1.1 Challenges brought about by the growth of e-commerce in Nigeria include:

a. The Proliferation of fraudulent online vendors;
b. Sale of fake or counterfeit products online;
c .Inadequate online dispute resolution mechanisms

4.1.2 Consumer Protection Challenges in Digital Transactions: Regarding consumer protection in online/digital transactions, the following challenges persist to wit;

i. Unregistered Online Businesses: Many online vendors have exploited the weak enforcement frameworks in Nigeria to transact unchecked and operate without formal registration; thereby making it difficult to track them down in the event of fraud or disputes.

ii. **Unclear Return and Refund Policies:** Consumers often face difficulties in trying to return defective products or to obtain refunds due to vague or unfair policies.

iii. Lack of regulatory oversight: Regardless of the innovations of the FCCPA, there is insufficient monitoring of e-commerce platforms to ensure compliance with consumer protection laws, thereby leading to misleading advertisements and unethical practices.

5. Conclusion

The FCCPA (hereinafter referred to as the Act) has repealed the Consumer's Protection Council Act. The FCCPA established the FCCPC as well as the Competition and Consumer Protection Tribunal (CCPT). The Competition and Consumer Protection Tribunal (CCPT) is composed of certain number of members; specifically a Chairman and six members, with each member drawn from each of the geo-political zones of Nigeria. The CCPT hears complaints on appeal from the decisions of the FCCPC. Proceedings at the tribunal are regulated by the rules of the tribunal to wit; Competition and Consumer Protection Tribunal (CCPT) Rules and Procedure 2021.Appeals against the decisions of the tribunal can proceed to the Court of Appeal as provided for by the FCCPA. In view of the fact that the FCCPA is silent on whether appeals can proceed or cannot proceed to the Supreme Court, there is a lacuna in the FCCPA in this regard.

[33]A Obaro, 'Consumer Rights and the digital economy in Nigeria: Challenges and Prospects', (Lagos: Princeton Publishers, 2021) p. 214
[34]F Odukoya, & J Adekola, *E-commerce and Consumer Protection Law in Nigeria*, (Ibadan: University Press, 2020) p. 152
[35]FCCPA 2018

The Nigerian Federal Competition and Consumer Protection Act by virtue of Section 17(a) empower the FCCPC to investigate and sanction violations of consumer rights. This section is particularly relevant in view of addressing issues such as unfair trade practices as well as deceptive advertising in the digital space. The FCCPA attempts to curb unfair trade practices as well as sanction unfair contract terms imposed upon the average Nigerian consumer; however enforcement remains a significant challenge. The general challenge facing regulatory bodies in Nigeria is enforcement and the FCCPC is not an exemption. E-commerce in Nigeria over the years has experienced growth in leaps and bounds especially with the evolution of online platforms such as Jumia, Konga, and several others revolutionizing shopping. These platforms offer numerous perks in their advertisements in order to entice digital consumers. However, this growth in e-commerce in Nigeria has equally brought about challenges hitherto not foreseen by the Act. Consumers often face difficulties in trying to return defective products or to obtain refunds due to vague or unfair policies. Regardless of the innovations of the FCCPA, there is insufficient monitoring of e-commerce platforms to ensure compliance with consumer protection laws, thereby leading to misleading advertisements and unethical practices. When compared to international frameworks like the EU's General Data Protection Regulation (GDPR) and the U.S. Federal Trade Commission (FTC) Act, Nigerian laws fall short in terms of enforcement as well as specificity. While the FCCPA mirrors some international consumer protection principles, it lacks robust provisions tailored to the digital economy.

There are some other agencies with special functions of regulating and enforcing consumer rights. These institutions include the following: the National Agency for Food and Drug Administration and Control (NAFDAC); established by CAP N1, Laws of the Federation of Nigeria (LFN) 2004 to regulate and control the manufacture, importation, exportation, distribution, advertisement, sale and use of food, drugs, cosmetics, medical devices, packaged water, chemicals and detergents (collectively known as regulated products)[36]; and the Standards Organization of Nigeria (SON); which was established by the SON Act No. 14, 2015 which repealed the Standards Organisations Act, CAP 59 Laws of Federal Republic of Nigeria, 2004; and enacts the 2015 Act for the purpose of promoting consumer confidence and global competitiveness of Nigerian products and services through standardization and quality assurance.

6. Recommendations

1. Strengthening local laws to cover digital transaction and content monetization.
2. Enacting a proper comprehensive digital consumer protection Act.
3. Amendment of the FCCPA to protect digital consumers.
4. Partnership with key Strategic International consumer protection bodies.
5. Raising awareness on e-consumer rights as well as digital consumer protection. This awareness may be in the form of the creation of an e-consumer app or mandatory digital consumer protection in centres and related courses in schools.

[36]The agency was officially established in 1992.