



Consumer Protection Law: A Comparative Study of China and Thailand

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Abstract

This article provides a comparative analysis of consumer protection laws in Thailand and the People's Republic of China. It examines Thailand's Consumer Protection Act B.E. 2522 (1979) and China's Law on the Protection of the Rights and Interests of Consumers (1994, amended 2013), focusing on key areas such as advertising, product and service safety, labeling, contracts, and legal liability. The study finds that both jurisdictions recognize core consumer rights, including the right to information, freedom of choice, safety, and compensation. However, Chinese law demonstrates several distinctive features, including explicit protection for digital content transactions, accountability of state officials, a formal role for the media in consumer protection, and provisions on personal data protection. These aspects reflect a more comprehensive and modernized approach to consumer protection. The findings suggest that Thailand may benefit from incorporating similar mechanisms to enhance its consumer protection framework in response to technological and market developments.

Keywords: *Consumer Protection, Comparative Law, Thailand–China Law*

1. Introduction

Comparative law is one of the most significant approaches to studying law (Zweigert & Kötz, 1998) and can be categorized into two main types: macro-comparison, which examines legal systems as a whole, and micro-comparison, which focuses on specific legal issues (Michaels, 2011). It is widely recognized as a valuable approach for the development of contemporary legal systems, as it draws insights from different jurisdictions and promotes a deeper understanding of legal principles (Sinani & Mehmeti, 2025).

Consumer protection is one area of law in which the comparative method should be employed as a key analytical tool (Galasintu & Loveera, 2021). Although each country has its own consumer protection laws that reflect its unique social context and consumer behavior, rapid technology development has expanded traditional markets into e-marketplaces through various digital platforms. For this reason, differences in the legal concepts of consumer protection among countries may lead to inefficiencies; therefore, greater international harmonization should be pursued.

China and Thailand have long maintained amicable relations since 1975 (Cai et al., 2024), particularly in the area of cross-border trade (Krainara & Routray, 2015). In recent years, with the implementation of a mutual visa-free policy and the rapid growth of online shopping, interactions between consumers and businesses in both countries have increased significantly, both in physical marketplaces and on online platforms (Ke & Wisaeng, 2025). Therefore, a comparative study of consumer protection laws in China and Thailand is timely and highly relevant.

Given the differing social contexts, consumer behaviors, and legal traditions, such a comparison can provide valuable insights. This article first provides an overview of Thailand's consumer protection law, focusing on the Consumer Protection Act B.E. 2522 (1979) in Part II. It then examines the Law of the People's Republic of China on the Protection of Consumer Rights and Interests (2013 Amendment) in Part III. Part IV presents a comparative analysis of the consumer protection frameworks in both jurisdictions, followed by conclusions and recommendations in Part V.

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2. An Overview of Consumer Protection Law in Thailand

In Thailand, prior to 1979, the Civil and Commercial Code (CCC) served as the primary legal framework for consumer protection, particularly Chapter 2 on Obligations (which governs general contract and tort law) and Chapter 3 on Specific Contracts. However, due to inherent limitations within the CCC, its application to consumer protection cases was often inadequate. For instance, the principle of freedom of contract under the CCC was not well-suited to the reality in which consumers had little or no bargaining power vis-à-vis traders. Additionally, the burden of proof under the Civil Procedure Code fell on consumers seeking redress for damages caused by traders, further complicating effective protection.

In 1979, the Consumer Protection Act (CPA) was promulgated. The Act aims to promote and safeguard five fundamental consumer rights: 1) the right to be informed, 2) the right to freedom of choice, 3) the right to safety from products and services, 4) the right to protection from unfair contract terms, and 5) the right to compensation. These rights are implemented through four main mechanisms: advertising, product and service safety, labeling, and contracts. The enactment of this law marked a significant turning point in the development of consumer protection in Thailand. Each of these mechanisms will be explained in detail below.

2.1. Advertising

The first consumer right protected under the Consumer Protection Act (CPA) is the right to be informed, particularly in relation to advertisements that exaggerate or misrepresent products or services. The primary objective of this provision is to safeguard consumers from misleading or exaggerated advertisements that may create misunderstandings regarding the quality or quantity of products or services, potentially resulting in consumer disadvantage. This protection is stipulated in Chapter 2, Section 1, Articles 22 to 29 of the Act.

Article 22 identifies five types of information that are considered unfair to consumers or potentially harmful to society as a whole:

- 1) False or exaggerated information, except in cases where a reasonable person could recognize that the information is not entirely accurate;
- 2) Information that may mislead consumers regarding the essential quality of products or services, including claims based on academic research, statistics, or other sources that are inaccurate or misleading;
- 3) Information that directly or indirectly encourages the violation of laws, ethical standards, or cultural values;
- 4) Information that disrupts social harmony within the nation; and
- 5) Other types of information as prescribed by ministerial regulations.

In cases where traders violate the law, Article 27 authorizes the Advertisement Committee to issue various orders, including:

- 1) Requiring corrections to inaccurate information or to the advertising methods used;
- 2) Prohibiting certain information from appearing in advertisements;
- 3) Suspending an advertisement or the methods used for such advertisement; and
- 4) Requiring the publication of a new advertisement to correct any misunderstanding caused to consumers.

Furthermore, Article 28 empowers the Advertisement Committee to demand evidence from traders to substantiate their claims regarding products or services that may be inconsistent with the content of the advertisement. In addition, Article 29 provides traders with the opportunity to submit their advertisements to the Advertisement Committee for prior review and approval before publication to the public.

2.2. Product and Service Safety

The second right is the right to safety in relation to products and services, which is stipulated in Section 1/1, Articles 29/1 to 29/27. This section was promulgated in 2019. However, there is another law — the Product Liability Act 2008 — which also protects consumers' rights concurrently. The primary aim of the Product Liability Act 2008 is to impose liability on traders to compensate consumers for damages arising



from defective products. In contrast, the objective of Section 1/1 of the Consumer Protection Act 1979 is to provide guidance to traders in order to reduce risks associated with unsafe products or services. Nevertheless, this article will mainly focus on Section 1/1 of the Consumer Protection Act 1979.

This section protects Thai consumers from harm caused by both products and services. Such harm may involve injury to the body, health, hygiene, mental well-being, or property. The key provision of this section establishes guidelines for traders regarding product and service safety. These include measures to prevent or reduce risks arising from products or services, recalling, repairing, or replacing unsafe products or services, and, most importantly, the duty of traders to warn the public about potentially harmful goods or services. Furthermore, the Safety Committee is empowered to order the suspension of the sales of products or the provision of services involving harmful products or services.

2.3. Labeling

The next aspect of consumer protection concerns product labeling. The law requires that goods manufactured for sale by factories under the Factory Act, as well as goods imported into the Kingdom for sale, be classified as label-controlled goods, unless otherwise exempted by the Labeling Committee through a notification published in the Government Gazette. However, if it appears that certain goods may cause harm to consumers' health, body, or mind—whether due to their nature, composition, or manner of use—or if the goods are commonly used by the public and labeling would help consumers understand essential information about them, the Labeling Committee has the authority to designate such goods as label-controlled goods, even if they are not originally included under this category.

According to Section 31, labels on label-controlled goods must contain truthful statements and must not include any misleading information regarding essential aspects of the goods. The label must also specify necessary information such as price, quantity, the method of use, instructions, warnings, and expiration date (where applicable), as well as other details necessary for consumer protection. In particular, labels must include:

- 1) The name or trademark of the manufacturer or importer;
- 2) The place of manufacture or importation; and
- 3) Information that clearly identifies the nature of the goods.

In the case of imported goods, the country of origin must also be indicated. Nevertheless, the labeling requirements must not compel business operators to disclose trade secrets, unless such disclosure is necessary to protect the health and safety of consumers. Moreover, any business operator who is uncertain whether their product label complies with the law may request an opinion from the Labeling Committee prior to using the label.

2.4. Contracts

The final aspect of consumer protection under the Consumer Protection Act B.E. 2522 (1979) concerns contractual protection. This area of consumer protection is governed by two principal statutes: 1) Part 2 bis (Sections 35 bis to 35 novem) of the Consumer Protection Act B.E. 2522 (1979), and 2) The Unfair Contract Terms Act B.E. 2540 (1997). However, for the purpose of this article, the discussion focuses solely on the provisions under the Consumer Protection Act B.E. 2522 (1979).

Under this Act, the Contract Committee is empowered to issue notifications designating certain businesses as being subject to contract control or receipt-content control. The purpose of this provision is to prevent business operators from exploiting their superior bargaining power to impose unfair terms, conditions, or stipulations upon consumers. According to Section 35 bis, in the sale of goods or the provision of services where written contracts are required by law or are customary, the Contract Committee has the authority to designate such business activities as contract-controlled businesses. For these businesses, any contract made between a business operator and a consumer must:

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- 1) Contain necessary contractual terms, without which the consumer would be placed at an unreasonable disadvantage; and
- 2) Exclude any unfair contract terms that are detrimental to the consumer, in accordance with the criteria, conditions, and details prescribed by the Contract Committee.

For the benefit of consumers in general, the Contract Committee may also require business operators to prepare contracts in a standardized format specified by the Committee, as prescribed by Royal Decree. Where the Contract Committee requires that a particular contract include or exclude specific terms, or that such terms be subject to certain conditions, any deviation from these requirements shall be construed as if the contract contained or omitted those terms in accordance with the Committee's determination, pursuant to Section 35 bis.

Furthermore, Section 35 quinque authorizes the Contract Committee to designate any sale of goods or provision of services as a business subject to receipt-content control.

For such businesses, receipts issued to consumers must:

- 1) Contain essential statements or details, without which the consumer would be placed at an unreasonable disadvantage; and
- 2) Exclude any unfair or misleading statements that are detrimental to consumers, in accordance with the criteria, conditions, and details prescribed by the Committee, and as further regulated by Royal Decree.

Where the Contract Committee prescribes that receipts for such businesses must include or exclude specific statements or conditions under Section 35 quinque, the provisions of Sections 35 ter and 35 quater shall apply *mutatis mutandis*, as provided in Section 35 sex.

3. Consumer Protection Law in the People's Republic of China

In China, consumer protection is governed by the Law of the People's Republic of China on the Protection of the Rights and Interests of Consumers (1994, amended in 2013). The law is divided into eight chapters: Chapter 1 provides the general provisions concerning consumer protection; Chapter 2 outlines the rights of consumers; Chapter 3 stipulates the obligations of business operators; Chapter 4 concerns the state's responsibility to protect consumers' lawful rights and interests; Chapter 5 establishes consumer organizations; Chapter 6 sets out procedures for dispute resolution; Chapter 7 defines legal liabilities; and Chapter 8 contains supplementary provisions. For the purpose of maintaining the relevance of the present study, the author focuses on Chapters 1, 2, 3, and 7 of the Act, as discussed below.

3.1. General Provisions

This section outlines the objectives of the law, which are to protect the lawful rights and interests of consumers, maintain economic and social order, and promote the sound development of the socialist market economy. The law aims to safeguard consumers' rights and interests when purchasing or using goods and receiving services in accordance with their Where specific provisions are not provided under this law, other relevant laws or regulations shall apply, thereby filling any legal gaps.

Business operators who manufacture or sell goods or provide services to consumers are required to strictly comply with this law. Where the law is silent, they must adhere to other applicable laws or regulations. In conducting transactions with consumers, business operators must follow the principles of voluntariness, equality, fairness, honesty, and good faith.

The state plays a vital role in protecting consumers' lawful rights and interests in cases of rights violations arising from the purchase of goods or receipt of services, ensuring that consumers can effectively exercise their legal rights. It also upholds the principles of civilized, healthy, resource-efficient, and environmentally friendly consumption, while opposing wasteful consumption.

Moreover, the People's Republic of China Law on the Protection of the Rights and Interests of Consumers establishes that consumer protection is a shared responsibility of society as a whole. The state



acts as a supporter and promoter, encouraging organizations and individuals to participate in social supervision over acts that infringe upon consumers' rights. The law also assigns responsibilities to the media to disseminate consumer protection knowledge and to monitor and expose violations of consumer rights.

3.2. Rights of Consumers

The protection of consumers' rights under the People's Republic of China Law on the Protection of the Rights and Interests of Consumers (PRCPRIC) is set out in Articles 7 to 15. The key provisions ensure that consumers are safeguarded against harm to their life, body, or property when purchasing or using goods or receiving services. Consumers have the right to demand that business operators provide goods or services that are safe for their life and property. They are also entitled to accurate and complete information about products and services, particularly regarding price, origin, manufacturer, usage instructions, performance, standards, quality, main components, production date, shelf life, inspection certificates, user manuals, after-sales services, as well as service standards and costs. This aligns with the fundamental consumer right to receive truthful, complete, and sufficient information.

Another core right is the freedom of consumers to choose goods and services independently. Consumers have the right to select business operators, choose types of products or services, and decide whether to make a purchase. This right reflects the principle of freedom of contract and consumer autonomy in market transactions. Consumers are entitled to goods and services of reasonable quality and price with accurate measurements, and they also have the right to refuse coerced transactions. In cases where consumers suffer harm to life, body, or property from the purchase or use of goods or services, they are entitled to legal compensation.

Additionally, consumers have the right to form organizations to protect their rights under the law and to access knowledge about consumption and consumer protection. They also have the right to learn how to properly use products to enhance their self-protection capabilities. Consumers are entitled to monitor and provide feedback on the quality of goods and services, as well as on consumer protection operations. They may file complaints, report violations, or criticize government agencies that fail to protect consumer rights. Furthermore, consumers have the right to monitor the quality of goods and services, take action to safeguard their lawful rights and interests, report or complain about violations of consumer rights, and express opinions, criticisms, or suggestions regarding consumer protection.

3.3. Duties of Business Operators

In addition to guaranteeing consumer rights, the Law of the People's Republic of China on the Protection of the Rights and Interests of Consumers (PRCPRIC) imposes specific duties on business operators to achieve its primary objective of safeguarding consumers' rights and interests. Notably, the law frames these responsibilities as duties rather than rights, underscoring its protective purpose. These provisions are set out in Articles 16-29.

Business operators are required to comply with this law, as well as any other applicable laws, regulations, and contractual obligations, unless such agreements conflict with mandatory legal provisions. Operators must conduct business honestly, adhere to social and ethical standards, and protect consumers' lawful rights and interests. The use of unfair commercial terms or coercion to induce transactions is strictly prohibited.

Operators are obliged to consider consumers' feedback regarding goods and services, accept inspections, and ensure that products and services are safe for life, body, and property. Where products or services may pose safety risks, operators must provide truthful explanations, clear warnings, correct usage instructions, and preventive measures. Establishments such as hotels, shopping malls, restaurants, banks, airports, ports, theaters, and other commercial venues are required to ensure consumer safety to the greatest extent possible.

If a product or service is found to be defective and capable of endangering life, body, or property, the business operator must promptly notify the relevant authorities, inform consumers, and take corrective action, including suspending sales, issuing warnings, recalling products, eliminating hazards, destroying goods, or



halting production or service provision. In cases of recall, operators must reimburse consumers for expenses incurred due to the recall or service suspension.

Operators must provide accurate and complete information regarding the quality, performance, usage, and lifespan of goods and services. False or misleading advertising is strictly prohibited. Operators must respond clearly to consumer inquiries and display the price, product name, and labeling of products or services truthfully.

Business operators are also required to issue receipts or proof of purchase or service in accordance with law or commercial practice. They must ensure that the quality, performance, usability, and lifespan of products or services meet the standards, unless the consumer has been informed of defects in advance and such defects do not violate applicable law. Where quality is advertised or indicated in product manuals or samples, the delivered products or services must correspond to the represented quality.

For durable goods, such as automobiles, computers, televisions, refrigerators, air conditioners, and washing machines, as well as services such as building renovation, defects appear within six months of receipt place the burden of proof on the business operator regarding the existence of the defect. Consumers may return, replace, or repair defective goods in accordance with the law or contractual agreements. In the absence of specific legal or contractual provisions, consumers may return goods within seven days, and the operator must cover any necessary costs, such as transportation.

For goods sold via remote channels, including the internet, television, phone, or mail order, consumers are entitled to return products within seven days of receipt without providing any reason, except for custom-made goods, perishable items, digital media (e.g., downloaded software, audio, or video content), newspapers, periodicals, or goods explicitly deemed non-returnable at the time of purchase. Returned products must remain in good condition, and refunds must be processed within seven days. Return shipping costs shall be borne by the consumer unless otherwise agreed.

Operators using standard contracts must clearly disclose key information, including quality, quantity, price, service fees, delivery terms, duration, safety measures, risk warnings, after-sales service, and civil liability. Standard contracts, announcements, or notices must not be used to limit consumer rights, evade responsibility, impose unfair conditions, or coerce consumers into transactions. Any terms that violate these provisions are void.

Operators providing goods or services via remote channels, including financial services such as banking, insurance, or securities, must provide complete information regarding business address and contact information, the quality and quantity of products or services, price and fees, the duration and method of service, safety measures, risk warnings, after-sales service, and civil liability. Operators collecting or using consumers' personal data must comply with the principles of legality, appropriateness, and necessity by clearly informing consumers of the purpose, method, and scope of data collection or use and obtaining consent. Policies on data collection and use must be disclosed, and misuse of data in violation of law, regulation, or agreement is prohibited.

Operators and their employees must strictly protect the confidentiality of consumers' personal data and prevent unauthorized disclosure, sale, or transfer. Technical and other necessary measures must be implemented to ensure data security and prevent data breaches or loss. In the event of a data breach or other security risk, immediate corrective action must be taken. Operators must not send unsolicited commercial information to consumers without the consumer's consent or after consumer has expressly refused such communications.

3.4. Legal Liability

Legal liability serves as a crucial enforcement mechanism to ensure the effective protection of consumer rights in China. Under the People's Republic of China Law on the Protection of the Rights and Interests of Consumers (PRCPRIC), Chapter 7 establishes that business operators are civilly liable if the goods or services provided to consumers fall under any of the following circumstances:

- 1) The goods or services are defective.



- 2) The goods do not possess the expected functions and were not properly disclosed at the time of sale.
- 3) The goods fail to meet the standards indicated on the product or packaging.
- 4) The goods do not conform to the quality stated in the product manual, sample, or other representations.
- 5) The goods are prohibited by law, have expired, or have deteriorated.
- 6) The quantity of goods provided is insufficient.
- 7) The services provided or fees charged do not comply with the agreement.
- 8) The operator intentionally delays or refuses, without reasonable cause, to repair, modify, replace, return, deliver substitute goods, refund, or compensate for damages when requested by the consumer.
- 9) Other acts that violate the rights and interests of consumers as defined by law or regulations.

Furthermore, if a business operator fails to ensure safety, resulting in harm to consumers, the operator bears tort liability. In cases where goods or services cause injury to the consumer or others, the operator must compensate for medical expenses, caregiving costs, transportation expenses, reasonable medical treatment and rehabilitation costs, and lost income. If the consumer becomes disabled, the operator must cover costs for assistive devices and disability compensation; in the event of death, the operator must pay funeral expenses and death compensation. Additionally, if a business operator engages in conduct that violates human dignity or personal rights—such as insult, defamation, body searches, or restrictions on personal freedom causing severe psychological suffering—the injured party has the right to claim compensation for mental distress.

In cases of fraudulent sales or service provision, operators must compensate consumers three times the price paid, or not less than 500 yuan if three times the price is lower than that, unless otherwise provided by law. If the operator knowingly provides defective goods or services that result in death or serious injury, the injured party may claim damages under Articles 49 and 51 of the law, including punitive damages up to twice the actual damages incurred.

If the operator's conduct in selling goods or providing services violates consumers' lawful rights and constitutes a criminal offense, criminal liability shall be pursued in accordance with the law. Business operators who disagree with administrative penalties have the right to apply for administrative reconsideration or file an administrative lawsuit. If government officials neglect their duties or collude with operators to violate consumer rights, their supervisory or higher-level authorities shall impose disciplinary sanctions. Where the conduct constitutes a criminal offense, criminal liability shall be pursued in accordance with the law.

4. Discussions and Conclusions

From the study of Thailand's Consumer Protection Act B.E. 2522 (1979), which serves as the primary law for consumer protection in Thailand, and the People's Republic of China Law on Protection of the Rights and Interests of Consumers 1994 (Amendment 2013), it can be observed that both countries emphasize safeguarding the rights of consumers within their respective territories. Both legal frameworks reflect internationally recognized principles of consumer protection, such as the right to receive complete and accurate information to make informed purchasing decisions, and the right to freely choose goods or services without coercion, threats, or undue pressure in contractual agreements. This is reflected in protections related to advertising, labeling, contracts, product and service safety, as well as the establishment of legal obligations to punish business operators who violate these rights, whether under civil, criminal, or administrative law.

However, this study also identifies several notable differences in Chinese law that merit deeper comparative research:

1) *Digital Content Protection*: PRCPRIC explicitly provides protection for consumers in relation to digital content transactions. For instance, where goods involve digital media—such as audiovisual works or computer software—that have been already downloaded or activated by the consumer, such goods cannot be returned under the seven-day “cooling-off period” rule. However, if the digital content has not yet been downloaded or activated, the consumer may still exercise the right to return the product. This provision clearly



addresses contemporary consumer behaviors and technological developments, an area in which Thai law currently lacks explicit regulatory provisions.

2) *State Official Liability*: PRCPRIC establishes that government officials may be held accountable if they neglect their duties or collude with business operators in violating consumer rights. Supervisory or higher-level authorities may impose disciplinary sanctions, and severe cases may lead to criminal prosecution. This reflects the Chinese government's strong commitment to consumer protection, recognizing that public officials serve as crucial frontline enforcers of consumer rights. In contrast, Thailand's consumer protection laws do not contain comparable provisions concerning the accountability of public officials.

3) *Role of the Media*: PRCPRIC assigns responsibilities to the media to disseminate knowledge of consumer rights and monitor violations. The media acts as an essential channel for overseeing harmful practices, educating the public on consumer rights, and issuing warnings about dangerous products or services. This ensures that both the government, the private sector, and the public are aware of potential hazards and encourages broader consumer protection measures.

4) *Personal Data Protection*: PRCPRIC requires business operators to strictly safeguard consumers' personal information, prohibiting unauthorized disclosure, sale, or misuse. This reflects the Chinese government's deep understanding of contemporary global dynamics, particularly in an era where personal data can be used as a form of currency in transactions, especially for digital content or social media services. Protecting consumer data is therefore not merely an isolated legal requirement but requires a comprehensive legal framework governing the commercial use of consumer data across multiple regulatory regimes. Thailand's consumer protection laws currently do not contain comparable similar explicit provisions regarding the protection of consumers' personal information.

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