

Misrepresentation in Online Sales Transactions: A Comparative Study of Malaysian and UK Legal Frameworks

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ABSTRACT

The growth of e-commerce has amplified the legal importance of misrepresentation in online sales transactions, given that contractual consent is increasingly derived through digital means. The lack of physical inspection, together with the lack of information on the applicable laws, raises concerns regarding the adequacy of existing legal framework to regulate misleading pre-contractual statements within the digital marketplace. This article explores how misrepresentation in online sales transactions is treated under both Malaysian and UK law. Adopting a doctrinal and comparative methodology, this paper analyses statutory provisions and established principles governing misrepresentation in online sales across both jurisdictions. The analysis reveals that while both legal systems acknowledge misrepresentation as a factor that can invalidate contractual consent, both countries' approaches differ significantly in terms of legal structure, categorisation and remedies applicable to the parties who consent was so caused. The UK framework which supported by the Misrepresentation Act 1967 and enhanced by consumer protection legislations reflects a more structured response to misrepresentation in online sales. Utilising the findings, this article offers recommendations to enhance Malaysian legal framework on misrepresentation in online sales transactions.

Keywords: Misrepresentation; Online sales transactions; Commercial law; Consumer protection; E-commerce

INTRODUCTION

The rapid expansion of e-commerce has fundamentally transformed the formation and performance of contracts, particularly in consumer transactions conducted through online platforms (Pregoner et al., 2020; Seah et al., 2022). In digital marketplaces, the agreement between buyers and sellers often relies on product descriptions, images, reviews, and promotional statements rather than physical interactions or inspections. This change has increased the importance of the concept of misrepresentation that historically focused on false statements that persuade parties to enter into contracts. As a result, we face complicated challenges in determining whether current legal frameworks are sufficient to address the issues on misrepresentation in online sales transactions.

Misrepresentation plays a crucial role in contract law, as it serves as a significant factor that can invalidate consent and challenge the integrity of contractual commitments (Nik Mahmod et al., 2017). Under the common law, a crucial distinction exists among fraudulent, negligent, and innocent misrepresentation. Each type carries its own implications for the validity of contracts and the potential remedies available to affected parties. Understanding these differences is essential for resolving contractual disputes and seeking appropriate legal redress in various situations (Mohanty & Rai, 2022). In today's digital landscape, where consumers frequently rely solely on the online representations provided by sellers digitally, it is essential to reconsider how we apply conventional misrepresentation principles. Misrepresentation in online sales presents a significant challenge in

the digital marketplace, as it can undermine consumer trust and give rise to adverse economic consequences (Triasih et al., 2019).

A comparative examination of the legal frameworks in Malaysia and the United Kingdom (UK) offers a compelling perspective on the regulation of misrepresentation in online sales transactions. Both jurisdictions, grounded in common law traditions, recognise misrepresentation as a factor capable of vitiating contractual consent. However, their regulatory approaches differ markedly. The UK has developed a more structured statutory framework, centred on the Misrepresentation Act 1967 and supplemented by a range of consumer protection laws, which together provide clearer categorisation of misrepresentation and a broader range of remedies applicable to online transactions. By contrast, Malaysia regulates misrepresentation through a combination of general contract law and consumer protection statutes, resulting in a more fragmented legal framework. Despite the growing importance of online sales, existing legal scholarship has tended to focus on misrepresentation within traditional contractual settings or to examine it more broadly through the lens of consumer protection, often overlooking its specific implications in the context of digital transactions. This article seeks to address this gap by undertaking a detailed doctrinal and comparative analysis of the regulation of misrepresentation in online sales under Malaysian and UK law. The article pursues two main objectives. First, it provides a comprehensive examination of the legal frameworks governing misrepresentation in online sales transactions in both jurisdictions, with particular attention to statutory structures, legal classification, and available remedies. Second, it draws on comparative insights to propose ways in which the Malaysian legal framework may be strengthened to better address misrepresentation in online sales. In doing so, the article contributes to ongoing scholarly discussions on misrepresentation and offers comparative perspectives that are particularly relevant to safeguarding contractual consent in the evolving landscape of digital commerce.

LITERATURE REVIEW

Misrepresentation, the element of Consent and Remedies under the Contract Law

Misrepresentation plays a crucial role in law of contract, especially on safeguarding the contractual consent of the parties. Misrepresentation refers to false statements made by one party with the intent of persuading another to enter into a contract. These statements can be classified into three categories which are fraudulent, negligent, or innocent. Each type has significant implications for the validity of consent provided by the parties involved (Eggers, 2016). Under the common law, misrepresentation can be defined as a false statement of fact that leads a party to agree to a contract, undermining the voluntary nature of that agreement (Klass, 2025). Misrepresentation has a profound impact on the notion of informed consent within contractual relationships. When a party is misled, their consent lacks essential information, potentially rendering the contract voidable. The law reflects the importance of voluntary participation and clear understanding of the contractual terms. Misrepresentation disrupts this foundational principle by establishing a false premise for consent (Eggers, 2016).

The law mandates that the falsehood must be material to the deceived party's decision-making process; in other words, had the truth been revealed, the party likely would have refrained from entering the contract (Merkin & Saintier, 2019).

The classification of fraudulent, negligent and innocent misrepresentation has long shaped how courts assess the liability and the remedies available for each classification (Rashid & Razak, 2023). The contract law provides different remedy for different classification of misrepresentation in contract law. First, rescission which serves as a primary remedy for all types of misrepresentation, whether fraudulent, negligent, or innocent (Andrews, 2016). By rescinding the contract, the law aims to restore the parties to their original positions prior to the agreement (Capper, 2010). In addition, in instances of fraudulent or negligent misrepresentation, the aggrieved party may be entitled to also seek damages that compensate for any losses suffered due to the misinformation (West & Lewis Jr., 2009).

Misrepresentation in Online Sales Transactions

The growth of e-commerce has brought more attention to legal questions about digital agreements, especially how they affect consumer rights and traditional contract laws. When it comes to online sales, misrepresentation

can take various forms, such as misleading product descriptions, fraudulent reviews, or deceptive advertising tactics (Chrissanthis, 2016; Pu et al., 2022). On digital platforms, consumers often rely significantly on representations such as product descriptions, images, and automated disclosures, all without the benefit of direct and face to face interaction with the products or sellers. This reliance intensifies the importance of pre-contractual representations and increases the risk that misrepresentation may unduly influence a consumer's consent to contract. These misrepresentations may arise during the negotiation phase of online sales contracts, for instance where untrue statements may be made to induce another party to enter into such agreement.

Online marketplaces serve a fundamental role in reducing misrepresentation during digital transactions. These platforms are seen as middlemen responsible for verifying product accuracy and standards (Vallejo & Ortega, 2025). Notably, European Union regulations indicate that these platforms can be held liable for misleading representations if they fail to uphold their obligations on transparency. As such, e-commerce platforms are encouraged to adopt policies aimed at discouraging misrepresentation. The policies may include implementing stricter return policies or imposing penalties on sellers engaged in deceptive practices (Vallejo & Ortega, 2025). By taking a proactive stance, these platforms can significantly mitigate the risks associated with online sales. The growing cases involving online consumers reflects the necessity for stronger consumer protection in the digital marketplace (de Almeida Leite & Ramos Leite, 2025). Courts are increasingly recognising the responsibilities of online platforms in safeguarding against misleading practices by third-party sellers. This marks a move toward clearer responsibility and transparency within e-commerce.

Legal Framework on Misrepresentation in Online Transactions in Malaysia

Misrepresentation in Malaysia falls within the broader framework of law of contract and consumer protection law. The Contracts Act 1950 is the primary legislation governing misrepresentation in Malaysia (Nwobodo & Weissmann, 2023). Section 18 delineates the definitions and implications of misrepresentation, encompassing the categories of innocent, negligent, and fraudulent misrepresentation. The act facilitates the rescission of contracts induced by misrepresentation (Jawahitha & Mazahir, 2005).

The Consumer Protection Act 1999 complements these laws by providing consumers with greater rights and avenues for redress when they fall victim to misleading practices in online transactions. This Act aims to ensure that consumers can make informed decisions and that their interests are protected in e-commerce transactions. It provides a framework for addressing various consumer rights issues, including those arising from misrepresentation (Zeno, 2022). This Electronic Commerce Act 2006 supports the formation and validity of electronic contracts, ensuring that digital transactions are legally recognised. While it does not specifically address misrepresentation, it underpins the legal framework for e-commerce transactions (Mohamad et al., 2025). Another relevant legislation would be the Sale of Goods Act 1957 which includes provisions that can be applied to e-commerce transactions, particularly concerning the sale of goods. It addresses issues related to the quality and description of goods, which can be relevant in cases of misrepresentation (Mohamad et al., 2025).

The dispersion of relevant provisions across multiple statutes has led scholars to describe the Malaysian legal framework as fragmented, particularly in its application to online sales transactions. Despite the presence of these laws, there are challenges in their adequacy and enforcement (Alibeigi & Munir, 2016). The existing legal framework may not fully address the complexities of modern e-commerce, and there are calls for updates and amendments to better protect consumers (Gan, 2010). There is a need for a more comprehensive and updated legal framework that aligns with international standards and addresses the specific challenges of e-commerce, including misrepresentation (Idem et al., 2024; Nuruddeen & Yusof, 2021).

Legal Framework on Misrepresentation in Online Transactions in United Kingdom

The primary legal framework governing misrepresentation in the UK is established by the Misrepresentation Act of 1967. This legislation sets out the parameters under which fraudulent misrepresentation is addressed, drawing from English common law principles articulated in the Tort of Deceit that allows individuals to seek damages when deceit can be demonstrated. Furthermore, the Misrepresentation Act 1967 also serves to regulate negligent and innocent misrepresentations, offering remedies for occurrences of misrepresentation that do not

involve fraud (Mohanty & Rai, 2022). Originally conceived to tackle false representations during real-time interactions, this legislation has since been adapted to address challenges arising from online sale transactions.

Supplementing the Misrepresentation Act 1967, the Consumer Rights Act of 2015 (CRA 2015) introduces additional protections for consumers engaged in online transactions. This comprehensive legislation consolidates the fundamental rights of consumers in the UK, encompassing contracts for goods, services, and digital content, while also addressing unfair terms within consumer contracts (Giliker, 2017). The relevance of the CRA 2015 is particularly pronounced in the realm of online sales, where misrepresentation can present notable issues. The Act includes crucial provisions that empower consumers to withdraw from contracts within a defined period, a measure that is especially pertinent in the context of online transactions that carry a heightened risk of misrepresentation (Luzak, 2014).

Additionally, the CRA 2015 seeks to ensure that the terms of consumer contracts are fair and transparent, thereby offering protection against deceptive practices (Giliker, 2017). Misrepresentation in online sales can manifest in various forms, such as fraudulent reviews, misleading advertising, and inaccurate product descriptions (Khubalkar & Sharma, 2022; Pu et al., 2022). These practices can significantly impact consumer trust and decision-making (Xu et al., 2025). Consumers who fall victim to misrepresentation in online sales can seek redress through various legal channels. The CRA 2015 provides a framework for consumers to challenge unfair practices and seek compensation (Othman et al., 2017). The UK has strong consumer protection laws that address unfair competition and misrepresentation. The focus is on preventing consumer confusion and protecting the claimant's goodwill (Davis, 2019). Another important regulatory instrument pertinent to misrepresentation in online sales transactions is the Consumer Protection from Unfair Trading Regulations 2008. These regulations prohibit misleading actions and omissions in commercial practices and are designed to enforce the EU Unfair Commercial Practices Directive. Specifically, they outlaw unfair commercial practices that may deceive consumers (Edwards, 2005).

METHODOLOGY

This article adopts a doctrinal and comparative legal research methodology to examine the legal framework of misrepresentation in online sales transactions under Malaysian and UK law. The study is qualitative in nature and centres on the analysis of legal norms, statutory frameworks, and judicial reasoning governing pre-contractual representations in the context of digital commerce.

The doctrinal approach is employed as the primary method of inquiry, focusing on the identification, interpretation, and application of legal rules relating to misrepresentation and consumer protection (Nyathi, 2023). This method enables a close examination of primary legal sources, including statutes, subsidiary legislation, and reported judicial decisions. In the Malaysian context, the analysis focuses on the Contracts Act 1950, the Consumer Protection Act 1999, and relevant electronic commerce regulations governing online transactions. In the UK context, particular attention is given to the Misrepresentation Act 1967 and its interaction with consumer legislation, notably the Consumer Rights Act 2015. Through this doctrinal analysis, the study examines how misrepresentation is defined, classified, and the prescribed remedies within each legal framework, with specific attention to its operation in online sales transactions.

Subsequently, the comparative method is adopted to identify similarities and differences between the Malaysian and UK legal frameworks (Sinani & Mehmeti, 2025). Rather than engaging in abstract comparison of legal rules, the analysis focuses on how each jurisdiction responds to comparable issues arising from online sales transactions, including information asymmetry, reliance on digital representations, and the availability of remedies (Billis, 2017). The UK is selected as a comparative jurisdiction due to its shared common law heritage with Malaysia and its more developed statutory approach to misrepresentation. Secondary sources, including academic literature, law reform materials, and policy-oriented legal commentary, are used to contextualise the primary analysis and support the comparative assessment. The scope of the study is confined to business-to-consumer online sales transactions and excludes criminal fraud, tortious misrepresentation unrelated to contractual relationships, and empirical consumer behaviour analysis. This methodological approach facilitates a structured evaluation of the respective legal frameworks and provides a sound basis for the comparative insights and recommendations advanced in this article.

FINDINGS

This section sets out the findings of the doctrinal and comparative analysis examining how misrepresentation in online sales transactions is regulated under Malaysian and UK law. The analysis focuses on the statutory frameworks governing misrepresentation, classification of misrepresentation, and the remedies available for pre-contractual misrepresentation in the context of digital commerce.

Legal Framework Legal Framework Governing Misrepresentation in Malaysia

The findings indicate that misrepresentation in Malaysian online sales transactions is regulated through a fragmented legal framework rather than a single, consolidated statutory regime. The Contracts Act 1950 governs the law on misrepresentation in Malaysia by recognising misrepresentation as a factor that renders contracts voidable when consent is obtained through false representation. However, the Act does not distinguish between different types of misrepresentation, nor does it prescribe differentiated remedies corresponding to the nature or seriousness of the misrepresentation (Nik Mahmud et al., 2017). Although the Contracts Act 1950 is modelled on the Indian Contract Act 1872 and influenced by English common law, it does not incorporate the detailed classifications of misrepresentation stipulated in those jurisdictions. In England, for example, fraudulent misrepresentation continues to be governed by common law principles, while negligent and innocent misrepresentation are addressed under the Misrepresentation Act 1967 (Mohanty & Rai, 2022).

Consumer protection legislation, in particular the Consumer Protection Act 1999 and subsidiary regulations governing electronic trade, supplements general contract law by addressing misleading and deceptive conduct in consumer transactions. These provisions introduce safety measures including disclosure obligations and rights to refund or replacement. However, they operate outside the conceptual framework of misrepresentation under contract law. As a result, misrepresentation in online sales transactions is regulated indirectly through overlapping statutory instruments with differing legal objectives. The findings further suggest that this fragmented regulatory approach generates uncertainty, especially in cases involving negligent or innocent misrepresentation. In the absence of clear statutory guidance on classification and remedies, legal outcomes remain heavily dependent on judicial interpretation and general contract principles, thereby limiting predictability and consistency in the resolution of online sales disputes.

The findings indicate that Malaysia has taken a significant regulatory step towards addressing misrepresentation in online sales through the introduction of the Consumer Protection (Electronic Trade Transaction) Regulations 2024. These Regulations impose detailed pre-contractual disclosure obligations on online marketplace suppliers, including requirements to provide accurate information on the identity of sellers, product characteristics, pricing, delivery timelines, and applicable terms and conditions. Importantly, the Regulations expressly prohibit the disclosure of information that is false or misleading and impose compliance obligations on both online marketplace suppliers and platform operators. While these measures strengthen transparency and reduce the risk of misleading representations in electronic commerce, they operate primarily as regulatory safeguards rather than as an integrated extension of contractual misrepresentation under the Contracts Act 1950.

Legal Framework Governing Misrepresentation in the United Kingdom

The UK legal framework reflects a more structured and coherent approach to regulating misrepresentation in online sales transactions. The Misrepresentation Act 1967 provides express statutory recognition of different forms of misrepresentation and establishes corresponding remedial consequences, including the availability of damages beyond cases of fraud. Rescission remains the primary remedy for all categories of misrepresentation which are fraudulent, negligent, and innocent. This allows the contract to be set aside where consent has been improperly obtained (Davies, 2016). In addition, section 2(2) of the Act confers discretion on the courts to award damages in lieu of rescission, provided that the right to rescind has not been lost.

This framework is further reinforced by the Consumer Rights Act 2015, which expressly governs online and distance sales and addresses issues such as misdescription, conformity of goods, and digital content (Gilliker, 2017). Under this Act, consumers are afforded a range of remedies, including the right to reject non-conforming goods and to withdraw from contracts within a statutory cooling-off period. These consumer-specific protections

operate alongside, rather than independently of, misrepresentation law. The findings indicate similar integration as the position in Malaysia pertaining to the interaction between misrepresentation doctrine and consumer protection legislation.

Additionally, online and distance selling is primarily regulated by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. These instruments form part of the consumer protection framework governing online transactions and operate alongside misrepresentation law to address misleading conduct in digital commerce. The main feature of this regulatory framework is the statutory right of withdrawal, which allows consumers to cancel a contract within 14 days of receiving the goods without providing any reason. This right applies to online and distance sales and functions as an additional safeguard where contractual consent may have been influenced by inaccurate or misleading representations (Luzak, 2014). The Regulations also impose comprehensive pre-contractual information obligations on traders, requiring that information provided to consumers be accurate, clear, and not misleading. In relation to misrepresentation, the Regulations reinforce the requirement that marketing and sales practices in online transactions must not contain false or deceptive statements. Failure to comply with these obligations may give rise to enforcement action and consumer remedies under the broader consumer protection regime (Davis, 2019). Together with the Consumer Rights Act 2015, these measures contribute to a regulatory framework that expressly accommodates the risks of misrepresentation in online sales transactions.

Comparative Analysis on Legal Frameworks in Malaysia and UK

For ease of comparison, the principal features of the Malaysian and UK legal frameworks governing misrepresentation in online sales transactions are summarised in Table 1. This overview is followed by a comparative discussion of the findings, highlighting main areas of convergence and divergence between the two jurisdictions.

Table 1: Main Differences of Legal Framework on Misrepresentation in Online Transactions in Malaysia and United Kingdom

Differences / Countries	Malaysia	UK
Core legal sources	Contracts Act 1950; Consumer Protection Act 1999; Consumer Protection (Electronic Trade Transaction) Regulations 2024	Misrepresentation Act 1967; Consumer Rights Act 2015; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
Nature of legal framework	Fragmented and general	Structured and integrated
Statutory classification of misrepresentation	No express classification	Express categorisation (fraudulent, negligent, innocent)
Application to online sales	Indirect and implicit	Expressly applicable
Effect on contract	Contract voidable	Contract voidable
Availability of damages	Generally limited to fraud	Available for negligent and innocent misrepresentation
Burden of proof	No provision	Shifted to representor
Consumer-specific remedies	Refund or replacement	Right to reject, refund, repair, replacement
Cooling-off period	No provision	Statutory cooling-off period

Sources: Contracts Act 1950, Consumer Protection Act 1999, Misrepresentation Act 1967 and Consumer Rights Act 2015

The comparative analysis reveals that, while both Malaysia and the UK recognise misrepresentation as a ground capable of vitiating contractual consent, the structure and operation of their legal frameworks differ in certain areas, particularly in relation to online sales transactions.

In Malaysia, misrepresentation is regulated through a general and fragmented legal framework. The framework focusses on the Contracts Act 1950 and supplemented by consumer protection legislation. The Contracts Act 1950 recognises misrepresentation as rendering a contract voidable where consent is obtained through false representation. However, the Act does not distinguish between different categories of misrepresentation, nor does it provide remedies calibrated to the nature or seriousness of the misleading conduct. Although the Act was modelled on the Indian Contract Act 1872 and influenced by English common law, it does not incorporate the more detailed statutory classifications found in those jurisdictions. Consequently, the legal treatment of misrepresentation in Malaysia remains broadly framed and heavily reliant on judicial interpretation. Consumer protection legislation, particularly the Consumer Protection Act 1999 and subsidiary electronic trade regulations, complements general contract law by addressing misleading and deceptive conduct in consumer transactions. These statutes set up framework for protection of consumer rights, such as disclosure obligations and introduces limited remedies in the form of refunds or replacements. Nonetheless, they operate largely as individual regulatory mechanism but not as an extension of misrepresentation under contract law. As a result, misrepresentation in online sales transactions is regulated indirectly through multiple legislations with distinct objectives, creating a fragmented legal framework.

By contrast, the UK legal framework reflects a more structured and integrated approach. The stand-alone Misrepresentation Act 1967 provides express statutory recognition of fraudulent, negligent, and innocent misrepresentation. Further, it establishes corresponding remedial consequences, including the availability of damages beyond cases of fraud. Although rescission remains the primary remedy for all categories of misrepresentation, the Act grants courts discretion under section 2(2) to award damages in lieu of rescission where appropriate. This statutory design clarifies both classification and remedial outcomes, thereby enhancing legal certainty for the consumers. The UK framework is further reinforced by consumer legislation, most notably the Consumer Rights Act 2015, which expressly governs online and distance sales. This Act addresses issues of misdescription, conformity of goods, and digital content, and provides consumers with a broader range of remedies, including the right to reject goods, obtain refunds or replacements, and withdraw from contracts within a statutory cooling-off period. These consumer-specific protections operate alongside misrepresentation law, resulting in a regulatory framework that is more explicitly aligned with the practical realities of online commerce. Specifically in UK, online and distance selling is governed mainly by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which complement misrepresentation law in addressing misleading conduct in digital transactions. The framework provides consumers with a 14-day right of withdrawal and imposes pre-contractual information obligations requiring accuracy and non-misleading representations in online sales.

Overall, the findings indicate that although both jurisdictions recognise misrepresentation as vitiating contractual consent, the UK regulates it through a clearer and more structured statutory framework. On the other hand, Malaysia relies on general contract and consumer protection laws that provide comparatively less legal clarity in online sales transactions.

DISCUSSION

The Adoption of a Specified Statute on Misrepresentation: Improving Legal Certainty

One the main differences between the Malaysian and UK legal frameworks lies in the extent to which misrepresentation is stipulated through statute. In the UK, misrepresentation is governed by a dedicated legislative framework, the stand-alone Misrepresentation Act that specifically lay down laws on misrepresentation (Mohanty & Rai, 2022). Because of this structured approach, judges and contract participants gain practical direction - improving predictability when resolving e-commerce conflicts (Davies, 2016). By contrast, Malaysian law addresses misrepresentation primarily through general provisions under section 18 of the Contracts Act 1950, supplemented by the Consumer Protection Act 1999. While these provisions recognise misrepresentation as vitiating contractual consent, they lack precise directions on classification or remedies. This

limitation is particularly significant in the context of online sales, where disputes commonly arise from misleading digital representations. The absence of clear statutory laws increases reliance on judicial interpretation and may lead to inconsistent outcomes, thereby reducing legal predictability in digital commerce.

Scope of Misrepresentation: Absence of Statutory Classification of Misrepresentation

Another significant divergence concerns the scope and classification of misrepresentation. The UK legal framework draws clear distinctions between fraudulent, negligent, and innocent misrepresentation. The distinction allows tailored legal outcomes for each classification. This classification also enables the law to respond proportionately to the varied forms of misleading conduct that occur in online transactions, where misinformation may arise without deliberate intent. In Malaysia, misrepresentation continues to be treated as a general concept without statutory categorisation. Nevertheless, judicial recognition of English classifications can be seen in *Sim Thong Realty Sdn Bhd v Teh Kim Dar* [2003] 3 MLJ 460, where the Malaysian court applied the similar classification under the UK law. Although such rulings exist, lack of clear legislative labels reduces uniformity in case results. When it comes to internet-based purchases, misrepresentation often result not from deceit but from carelessness, software errors, or partial information sharing.

Integration Between Contract Law and Consumer Protection Legislation

The degree of integration between contract law and consumer protection legislation further distinguishes the two jurisdictions. In the UK, misrepresentation law operates alongside consumer protection statutes, in particular the Consumer Rights Act 2015 which forms a coherent regulatory framework that explicitly accommodates online and distance sales (Hyde, 2019). Together, this combined approach offers buyers access to wider solutions than standard breach-of-contract options. In addition to remedies arising from misrepresentation such as rescission and damages, the UK regime affords consumers statutory rights to reject non-conforming goods, obtain refunds or replacements, and withdraw from contracts within a 14-day cooling-off period in distance and online sales. These remedies act both as preventative and corrective mechanisms, reducing the risk of consumer harm arising from misleading digital representations and allowing consumers to exit transactions where consent may have been compromised.

In comparison, Malaysia's consumer protection regime remains largely disconnected from contractual misrepresentation principles. Although the Consumer Protection Act 1999 addresses misleading and deceptive conduct in consumer transactions, it operates separately from misrepresentation under the Contracts Act 1950 (Narayanasamy et al., 2017). From a comparative perspective, the Consumer Protection (Electronic Trade Transaction) Regulations 2024 reflect Malaysia's increasing recognition of the risks of misrepresentation in online sales transactions and align, to some extent, with international trends emphasising pre-contractual transparency in digital commerce. However, the regulatory approach adopted remains largely preventive and compliance-based, focusing on disclosure duties, platform accountability, and enforcement mechanisms. Unlike the UK framework, the Regulations do not introduce a statutory cooling-off period or expressly link misleading disclosures to contractual remedies for misrepresentation. As a result, while the Regulations enhance consumer protection at the transactional level, they do not fully address the doctrinal consequences of misrepresentation on contractual consent.

The absence of such a mechanism limits consumers' ability to reconsider purchases influenced by inaccurate or incomplete digital representations. This lack of integration and remedial flexibility contributes to regulatory fragmentation and minimises protection to consumers in online sales transactions. Also, it constrains the effectiveness of existing remedies in addressing misrepresentation in online contexts. The UK experience demonstrates that integrating misrepresentation principles with distance-selling regulations and consumer-specific remedies can enhance both legal certainty and consumer confidence in digital markets. In this respect, the introduction of clearer remedial linkages such as withdrawal rights or cooling-off periods could strengthen Malaysia's legal framework by providing more effective protection against misrepresentation in online sales transactions.

CONCLUSION

This paper has examined the regulation of misrepresentation in online sales transactions under Malaysian and UK law, with particular focus on how each legal framework responds to misrepresentation in the digital marketplace. The analysis demonstrates that although both jurisdictions recognise misrepresentation as a ground capable of vitiating contractual consent, their legal responses differ in terms of structural clarity, remedial scope, and protection to the online consumers. The comparative findings indicate that the UK's more structured and integrated framework provides clearer guidance on the classification of misrepresentation and the availability of remedies, particularly through the interaction between misrepresentation law and consumer protection legislation governing online and distance sales. In contrast, Malaysia's reliance on general contract principles, supplemented by consumer protection measures, results in a less coordinated approach to addressing misrepresentation in online transactions. These differences have implications for legal certainty and the effectiveness of consumer redress, especially in an environment where consumers inherently rely on digital representations and pre-contractual information. By situating misrepresentation within the broader context of electronic commerce, this paper contributes to ongoing scholarly discussions on the capacity of contract law to adapt to technological change. The analysis highlights that effective regulation of online misrepresentation requires not only the recognition of traditional contractual principles, but also a legal framework that is sufficiently clear, integrated, and responsive to the distinctive features of digital transactions. The recommendations advanced in this paper are intended to enhance the laws in Malaysia, aimed at strengthening the protection of contractual consent in online sales transactions while maintaining coherence with existing legal principles.

Accordingly, the paper recommends the following measures to enhance the regulation of misrepresentation in online sales transactions in Malaysia:

1. Clear statutory differentiation of misrepresentation.

Introduce express statutory recognition of fraudulent, negligent, and innocent misrepresentation to improve legal clarity and ensure that legal consequences correspond appropriately to the nature of the misleading conduct in online sales transactions.

2. Expansion of remedies beyond rescission in appropriate cases.

Extend the availability of compensatory remedies for misrepresentation, particularly in cases of non-fraudulent conduct, to address reliance-based losses commonly incurred in online transactions.

3. Improved coherence between contract law and consumer protection legislation.

Align contractual principles governing misrepresentation more closely with consumer protection frameworks in order to reduce regulatory fragmentation and promote consistent and effective resolution of disputes arising from online sales transactions.

4. Introduction of a statutory cooling-off period for online sales transactions.

Consider the adoption of a statutory cooling-off period for online and distance sales, allowing consumers a defined period to withdraw from contracts without penalty. Such a mechanism would provide an additional safeguard where contractual consent may have been influenced by inaccurate or incomplete digital representations and would strengthen consumer protection against misrepresentation in online sales contexts.

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