



INTERNATIONAL JOURNAL OF LAW,  
GOVERNMENT AND COMMUNICATION  
(IJLGC)  
[www.ijlgc.com](http://www.ijlgc.com)



## JURISDICTIONAL AND CHOICE OF LAW ISSUES FOR E-COMMERCE IN MALAYSIA

Robiaaton Adawiyah Safri<sup>1\*</sup>, Ani Munirah Mohamad<sup>2</sup>

- <sup>1</sup> School of Law, Universiti Utara Malaysia (UUM) and Ahmad Ibrahim Kuliyah of Laws, International Islamic University Malaysia (IIUM), Malaysia  
Email: r.adawiyah.safri@uum.edu.my
- <sup>2</sup> School of Law and Centre for Testing, Measurement and Appraisal (CeTMA), Universiti Utara Malaysia (UUM), Malaysia  
Email: animunirah@uum.edu.my
- \* Corresponding Author

### Article Info:

#### Article history:

Received date: 29.06.2025

Revised date: 10.07.2025

Accepted date: 23.08.2025

Published date: 04.09.2025

#### To cite this document:

Safri, R. A., & Mohamad, A. M., (2025). Jurisdictional and Choice of Law Issues for E-Commerce in Malaysia. *International Journal of Law, Government and Communication*, 10 (41), 282-293.

DOI: 10.35631/IJLGC.1041018

This work is licensed under [CC BY 4.0](https://creativecommons.org/licenses/by/4.0/)



### Abstract:

In Malaysia, there has been a significant emergence of e-commerce in recent years. Malaysia is one of the countries that is promoting the e-commerce industry in full. However, the consumers had also been wary and cautioned on the legal issues that may be arising from e-commerce transactions. The fear of being defrauded and jumping into a state of litigation on the subject matter arising from the online transaction are among the perceived risks that are contemplated by the consumers. Therefore, this research investigated what are the jurisdictional and choice of law issues involving e-commerce disputes in Malaysia? The socio-legal approach has been used which involves the collection of primary and secondary data. The study found the jurisdictional and choice of law issues that arose from e-commerce transactions. In addition, the study also found out that the current legal framework that governs e-commerce transactions in Malaysia does not specifically govern for the jurisdictional and choice of law issues. This will create a perceived risk for consumers engaging in e-commerce transactions in which the consumers involved in e-commerce should receive the same legal protection as those in traditional markets. Although there have been few strategies and steps taken by the government to provide awareness and warn to the consumers in transacting online, it does not cover them in full. Thus, this study is significant as it revealed the legal issues specifically in jurisdictional and choice of law issues that should also be looked into to avoid any dispute in e-commerce transactions. The legal framework on these issues also needs to be looked into as there are still many loop holes to be filled and few amendments are suggested to improve on it.

### Keywords:

E-commerce, Choice of Law, Jurisdictional, Legal Framework

## Introduction

Online marketplaces have become a very common place for product vendors to sell, advertisers to advertise and customers to shop in the last ten years. The shopping experience has significantly changed with the rapid development of the internet and now the smartphone, which facilitates the ordering of virtually anything you can think off, all through the touch of a button. Preceded by tech giants such as Amazon, which entered the market in 1995, followed by Google and PayPal in 1998 with their own e-commerce initiatives, many new players have since entered the digital marketplace. The online shopping journey is far from complete, but it has undeniably accelerated in the last decade.

According to an official website “E-Commerce Land” the history of e-commerce dates back to the invention of the very old notion of "sell and buy", electricity, cables, computers, modems, and the Internet. E-commerce started to come into picture in 1991 when the Internet was opened to commercial use. Since that date thousands of businesses have taken up residence at websites. E-commerce history is a history of a modern, virtual environment that is changing according to the advantage of the customer. This is a world that we all create brick by brick together, laying a strong base for the generations to come.

One of the most significant innovations in e-commerce in recent years is the ability to search, compare and shop through a smartphone or tablet from beautiful web sites or apps. Mobile commerce or M-commerce reflects a vast number of people who now choose to view the full scope of the purchaser's journey across smaller screens. Mobile technology has significantly boosted the growth of mobile commerce, enabling electronic transactions via wireless devices (Chan et al., 2022). People can make purchase decisions and buy goods from their mobile device without ever visiting a brick and mortar retail location. As the app marketplaces evolved on Android and iOS, mobile app-based commerce was able to create much greater interactivity and interaction across these platforms. The benefit of push alerts is that mobile shopping applications re-engage their users and encourage sales. In 2020, 83% of Malaysians engaged in e-commerce and counted as digital consumers (Yendamuri et al., 2020).

Online boutiques, also known as vendors, have also seen a rise, especially post-pandemic, selling a wide range of goods from tech products to lifestyle and fashion items. They are using the entire medium in online marketplaces to sell their products. This includes Amazon, Shopee, Lazada, Tiktok, Zalora, Rakuten, Hermo, Alibaba, Shein, eBay and Ezbuy. Every player struggled hard to gain the largest market share and in 2023, Shopee received 342.8 million visits a month, making it the most visited marketplace in the Asia Pacific region. Over the years, Shopee has secured its position as a leading e-commerce platform in Malaysia.

According to Amin & Mohd Nor (2013), the e-commerce growth requires legal protection to create faith and trust among consumers. A customer may face different problems, such as placing an order, incorrect products delivered or no delivery at all, given the fact that payment was made to the supplier by credit or debit card of the customer. Furthermore, another problem relating to e-consumers in the selling of products is when the correct products are shipped but the consumer discovers that the goods are faulty in some way after the cooling-off time has elapsed. Since the goals of consumer protection law and policy are primarily to provide consumers with protection against, and rights against, manufacturers and suppliers of faulty or faulty products and services, the legislation must also be adapted to address this current market climate and challenges.

Global legal challenges in e-commerce continue to evolve as digital transactions become increasingly prevalent across borders. While many nations have implemented laws to recognize electronic contracts, the lack of consistency among these regulations creates significant obstacles for international trade and legal enforcement (Palanissamy, 2013). Consumers engaging in online commerce are particularly vulnerable to issues such as fraud, misleading information, and limited mechanisms for dispute resolution, which emphasizes the pressing need for internationally harmonized consumer protection standards (Nor et al., 2019). Additionally, the absence of uniform data privacy laws across jurisdictions raises serious concerns about the security and confidentiality of personal information in online transactions, further complicating efforts to build trust in the global digital marketplace (Mohamad, et al, 2017; Nor et al., 2019).

Within the Malaysian context, the significant challenges in protecting consumers within the digital marketplace due to limitations in its existing legal framework. Current legislation, such as the Consumer Protection Act 1999, has proven insufficient in addressing the unique vulnerabilities of e-consumers, prompting calls for the establishment of a dedicated E-Consumer Law to better safeguard their interests (Roslan et al., 2022; Nor et al., 2019). The rapid rise of e-commerce fraud has further exposed the inadequacies of existing legal provisions, which have struggled to keep pace with evolving threats and have failed to offer effective deterrents or remedies for victims (Razali et al., 2022). Compounding these issues is a widespread lack of consumer awareness regarding their rights and the legal protections available to them, which leaves many individuals exposed and ill-equipped to navigate the complexities of online transactions (Roslan et al., 2022)

Businesses that have taken up the e-commerce phenomenon face the same legal challenges that traditional brick-and-mortar businesses face. However, e-commerce companies need to consider and address many other legal issues that are specific and specifically related to online business operations and transactions using an electronic platform. Neglecting these potential legal issues may be counterproductive, as it could lead to numerous problems, including regulatory penalties, financial uncertainty, not to mention civil lawsuits and criminal prosecution.

Thus, this paper will discuss and focus on the jurisdictional and choice of law issues involving e-commerce disputes in Malaysia.

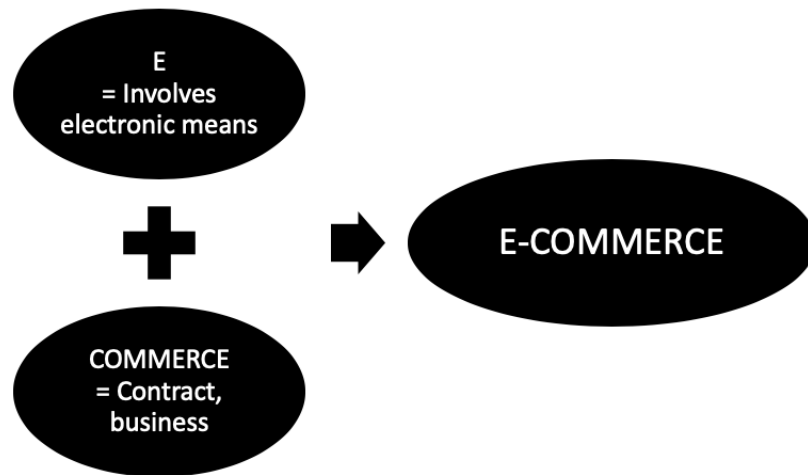
### **Overview of E-Commerce**

The development of technology has a great impact on human life, including in business matters. E-commerce is one of the impacts that occur due to the development of the world of technology. E-commerce is always referred to the online selling of physical goods, but it may also describe any form of commercial transaction which uses the internet. E-commerce means trade and business through the Internet (Billah, 2008). E-commerce refers to a general exchange of goods and services via the Internet. It refers to the act of conducting business online and may include buying and selling conducts with digital cash and via electronic data interchange (Billah, 2008).

Furthermore, e-commerce has been referred to as the electronic media and the internet for dealing with goods and services. E-Commerce entails a company accessing the internet as well as IT, such as the electronic data interchange (EDI) (Jain et al., 2021). According to Jamsheer

(2019), e-commerce is the usage of telecommunication networks to automate business relations and workflow. Moreover, (Kalakota & Whinston, 1997; Abdullah et al., 2021) characterizes e-commerce as utilizing computer, internet, and shared software technology to exchange merchandise descriptions and illustrations; offers and procurement details; as well as other information needed to be conversed to consumers, providers, staffs, or the community.

In conceptualizing the term “e-commerce” itself, it is revealed that the definition of e-commerce could be summarized into the following **Figure 1**.

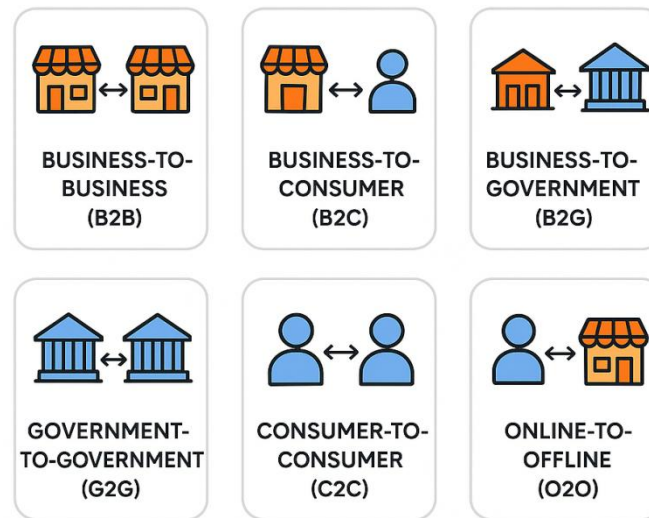


**Figure 1: Conceptualising E-Commerce**

The keyword of e-commerce is it involves the electronic devices in handling the process of the transaction by using the internet. It is where information and communications technology (ICT) and the Internet has been used in conducting the business.

Thus, it is concluded that e-commerce is the process of commercial transaction that is done online or using the online medium, in which the contract is concluded online and the method of payment is made online.

E-commerce has been classified into six basic models which includes Business to Business (B2B), Business-to-Consumer (B2C), Business-to-government (B2G), Government to Government (G2G), Consumer-to-consumer (C2C), and Online-to-Offline (O2O) (Zheng et.al., 2025). The basic model has been summarized into the following **Figure 2**.



**Figure 2: Models of E-Commerce**

A number of legal theories underpin the understanding of e-commerce, including those related to intellectual property rights, consumer protection and data privacy. The protection of intellectual property plays a crucial role in the realm of e-commerce, where digital assets and innovations are particularly vulnerable to unauthorized use and infringement (Bysaha, 2024; Taherdoost, 2023). Legal frameworks governing patents, copyrights, and trademarks are essential to preserving fair competition and ensuring that creators and businesses can operate securely within the digital marketplace (Taherdoost, 2023). Equally important is the safeguarding of consumer rights, especially in relation to personal data and privacy during online transactions. Laws that address cybersecurity threats and establish robust data protection mechanisms are vital for fostering consumer trust and confidence in e-commerce platforms (Taherdoost, 2023; Upadhyay & Bharadwaj, 2024).

### **Legal Framework of E-Commerce in Malaysia**

The general legislation on contracts and the selling of goods can be found in the Contracts Act 1950 and the Sale of Goods Act 1957. However, these pre-independence laws are quite archaic and have not yet been updated to match current business transactions (Amin & Mohd Nor, 2013).

The Contracts Act 1950 laid down the main principles of the law of contract. Section 2 of the Act provides the definition of offer or proposal, acceptance, consideration, agreement, contract, void, voidable and reciprocal promises. As for the requirements of a valid contract, Section 3 until Section 24 of the Act laid down the elements to be fulfilled to create a legal binding contract. The most important elements of a contract are the offer, acceptance of that offer, intention to create legal relationship and consideration. The Act also provides on the capacity of the party to a contract which is related to the minor and insanity of the party. Only competent person may enter into a contract (Jayabalan & Randawar, 2017).

In Malaysia, the primary legislation governing e-commerce transactions is the Electronic Commerce Act 2006 (ECA). According to the preamble of the Act, the Act aims to provide legal recognition for electronic messages in commercial transactions, to permit the use of such messages in fulfilling legal requirements and to enable and facilitate commercial transactions

through the use of electronic means and other matters connected therewith (Makhtar & Asuhaimi, 2019). Section 6(1) of the ECA provides that electronic communication has the same legal impact as non-electronic communication, legitimacy and enforceability. Whereas, Section 7(2) of the ECA further provides that electronic offers and acceptance have exactly the same legal impact, validity and enforceability as non-electronic offers and acceptance. Section 9(1) of the ECA provides that an electronic signature is legally valid and enforceable if it complies with the criteria specified under the provision.

As e-commerce facilitates cross-border transactions to be carried out with great ease and convenience, determining the appropriate legal jurisdiction in the event of disputes arising from such transactions becomes a critical concern, particularly for e-commerce merchants whose business models operate globally. According to traditional contract law, which is used in many common law countries like Malaysia, the legal jurisdiction should be based on the location that is most related to the transaction. In the absence of a specific choice of law provision or issues concerning justiciability, this is typically interpreted as the place where the offer is received and effectively accepted (Ayub et al., 2007).

Accordingly, the legal jurisdiction applicable to cross-border e-commerce disputes involving Malaysian vendors will be determined by the location of the customer's place of business or domicile. However, if none exists, the decision should be made on the basis of the jurisdiction most closely connected to the transaction in dispute which, from a practical point of view, largely depends on the subject matter of the transaction and the reason for which the consumer obtained the underlying goods.

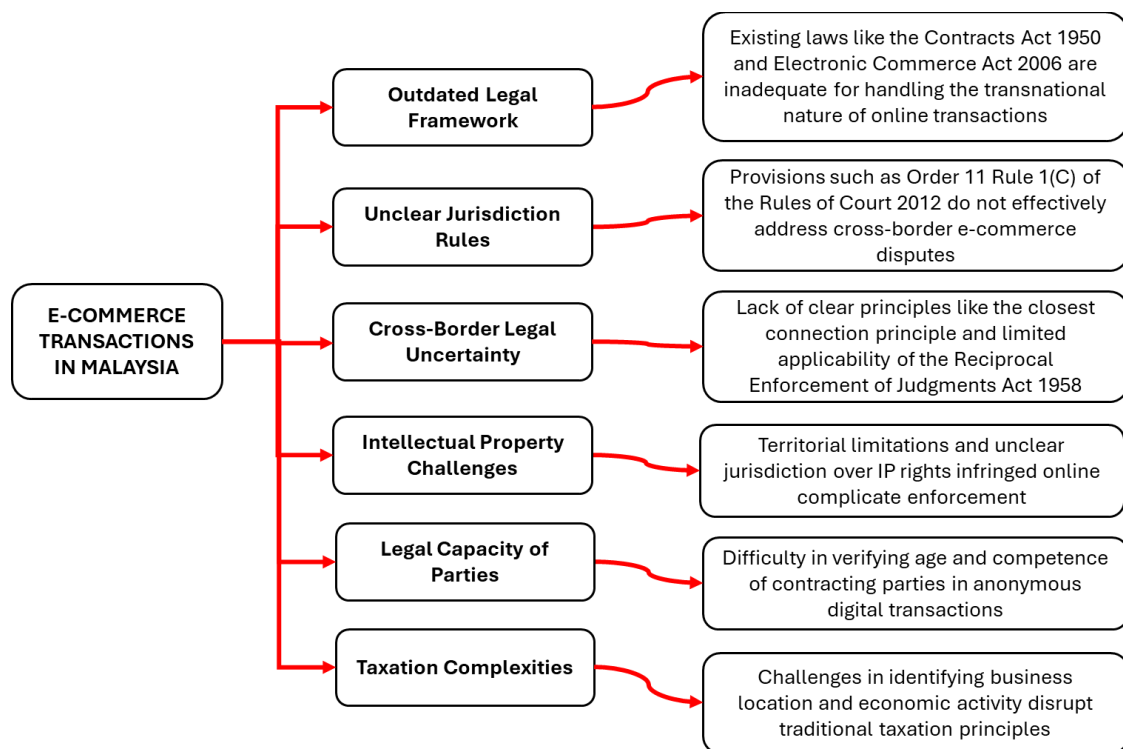
Besides the Contracts Act 1950 and Electronic Commerce Act 2006 (ECA), the act that governs consumer protection in Malaysia is the Consumer Protection Act 1999 (CPA). The CPA became the first law expressly providing for consumer rights in relation to the supply of goods and services (Wu Min Aun, 2000). Initially, this Act expressly stated that the Act does not apply "to any trade transactions affected by electronic means unless otherwise prescribed by the Minister" (Amin, 2013). However, in 2007, this exclusion was amended by amending the CPA to insert the clause "any trade transactions conducted through electronic means" to protect the e-consumers' rights. It is thus known that the CPA is the legislation regulating the delivery of goods and services online or offline. This ensures that CPA security extends to all customers, regardless of the form or process of their transactions.

Furthermore, the Minister of Domestic Trade and Consumer Affairs in 2012 instituted a Consumer Protection (Electronic Trade Transactions) Regulations 2012 ("CPR") in accordance with his forces under section 105(2)(a) of the Consumer Protection Act 1999, which requires e-commerce merchants to set out details, for example, their own name (or that of their business) and contact details including their email address, phone number and address on their sites (Nor, et al, 2019). The CPR also requires e-commerce vendors operating in Malaysia to specify the full price of the goods offered by them, including any costs that may apply, such as delivery and taxes, in order to prevent any situation whereby the customer finds only after placing an order that the total price payable is higher than the initially estimated price.



### Jurisdictional Issues Involving E-Commerce Transactions in Malaysia

There are several jurisdictional issues that arise in e-commerce transactions in Malaysia as shown in **Figure 3**, with the main issue being the inadequacy of Malaysian legal instruments for handling the transnational nature of e-commerce disputes. Although Section 4 of the Contracts Act 1950 establishes the formation of contract including the site of acceptance, its applicability to digital communications is still unclear. This has led to the jurisdictional issues in e-commerce disputes in Malaysia, which cannot be effectively addressed under the current legal framework, as the existing contract law is considered outdated. Under Order 11 rule 1 (C) of the Rules of Court 2012 (ROC), it provides that the courts in Malaysia will have the jurisdiction to try cases where the defendant is either ordinarily resident within the jurisdiction of the court, or, domiciled within the jurisdiction of the court or, carrying on business within the jurisdiction of the court. However, this provision did not consider the trans-border nature of e-commerce contracts (Sarwar Khan, 2017).



**Figure 3: Jurisdictional Issues Involving E-Commerce Transactions in Malaysia**

The cross-border issues are also one of the primary concerns in e-commerce transactions. These types of contracts are distinguished by the fact that businesses and consumers are geographically separated and all transactions are conducted exclusively through digital platforms. The phrase "cross-border" denotes that there are disparities between the site of production and the location of sale or that at least one element of the transaction or contractual relationship involves another nation or region (Zhang Paihao, 2025). The lack of explicit provisions incorporating internationally recognized principles including the closest connection principle left the judicial authorities with broad interpretive discretion in resolving cross-border disputes. In Malaysia, the law may recognize international law provisions or uphold foreign court rulings under the Reciprocal Enforcement of Judgments Act 1958 (REJA) (Sarwar & Jayabalan, 2015). However, only a small number of jurisdictions are able to enforce these

rulings. To address the increasing complexity of cross-border online consumer disputes, further clarification and enhancement of the existing legal frameworks are necessary to effectively resolve such issues.

Furthermore, the issue of breach of intellectual property (IP) rights also can arise in e-commerce disputes including the copyright infringements, trademark infringements and patents. The territorial nature of IP rights means that enforcement depends significantly on the location of registration, thereby limiting the extraterritorial reach of Malaysian courts. For instance, while contractual issues involving Malaysian parties could be governed under Malaysian law, IP violations concerning rights registered in a foreign jurisdiction, such as Thailand, must be adjudicated according to that country's laws. Moreover, IP may be used and licensed in many countries simultaneously and it makes it difficult to find the infringer and enforce IP rights that are violated on the Internet. In addition, it is also unclear what courts will have jurisdiction over disputes relating to e-commerce and IP (Abdullah, et al, 2021). The existing laws that protect IPRs in the physical world, the efficacy of these laws to safeguard these rights in e-commerce is uncertain and varies between the countries.

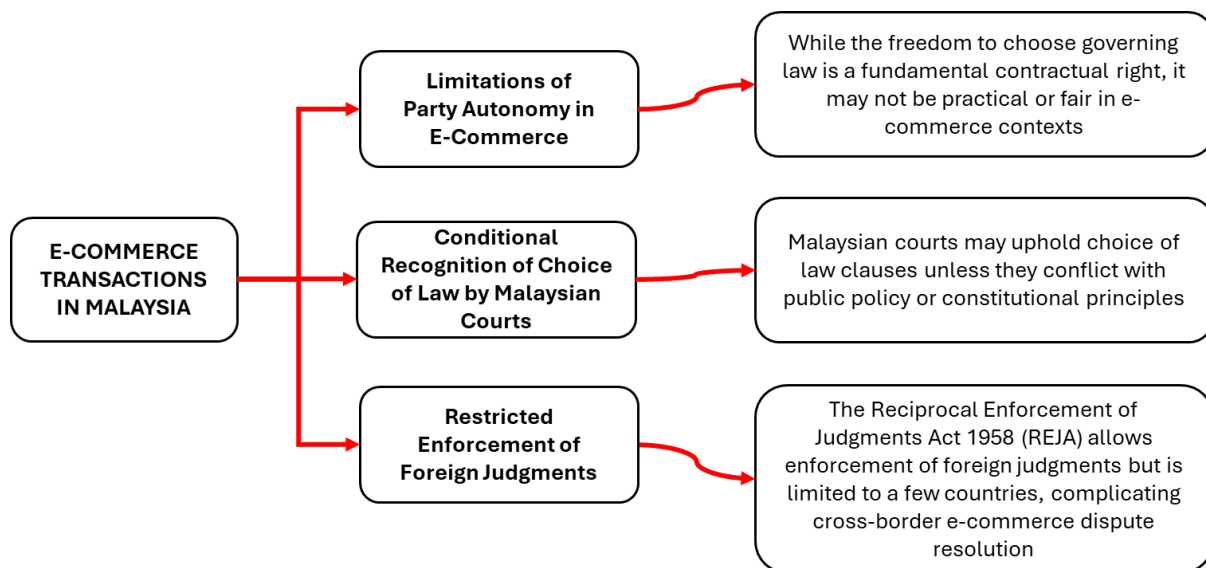
Another significant jurisdictional issue is the legal capacity of contracting parties in e-commerce. In e-commerce transactions, the parties never meet each other face to face. It is impossible to check the age of anyone transacting on the contract. This is an issue and challenge to the normal form of contract as it makes it difficult to ensure the parties act lawfully in their capacity and that the transaction itself has a legal binding effect which has undergone the necessary steps to regard it as a contract (Loh, 2023). Sections 11 of the Contracts Act 1950 make it essential that the contracting parties should be competent to contract and that a contract with a minor and unsound person is void. Nevertheless, e-commerce platforms often fail to verify the legal capacity of users which raise a concern regarding the enforceability and validity of online contracts. The current law is very much outdated since it does not cover new types of business transactions and does not adequately accommodate the challenges posed by anonymous or pseudonymous digital interactions.

Taxation issue is also one of the jurisdictional issues in e-commerce disputes. Traditional taxation typically follows the principle of residence. For instance, if the seller is domiciled in Malaysia, then Malaysian tax law applies. However, e-commerce disrupts this principle due to the difficulty of identifying the place of business or economic activity when platforms operate virtually. The taxation issue will arise due to the difficulties in characterization of the income, determination of the economic activities which avoid double taxation and identification of the existence of permanent establishments whether the establishment of a server is within the national boundaries or not (Hanefah, et al, 2008).

### **Choice of Law Issues Involving E-Commerce Transactions in Malaysia**

There are a number of choice of law issues as highlighted in **Figure 4**. The first issue is on the freedom of choice of law, also known as party autonomy. This principle allows parties to a contract to determine the proper law that will govern their contractual relationship. The essence of contracting being the doctrine of freedom of contract was regarded as a fundamental right for parties to contract since it prescribes the freedom to the parties to choose the proper law they wish to govern their contract in the circumstance of a dispute and the courts are to honour the contracting parties' desire (Jayabalan, 2014). However, this doctrine is not viable in the context of e-commerce since it could be disadvantageous to the parties.





**Figure 4: Choice of Law Issues Relating to E-Commerce Transactions in Malaysia**

While Malaysian courts generally recognise contractual choice of law clauses, they may refuse to give effect to such provisions if they are deemed contrary to public policy or the constitutional framework of Malaysia. This principle was in the case of *Scandinavian Bunkering (Singapore) Pte.Ltd. V. MISC Berhad*, where the Federal Court acknowledged the application of English law as the substantive governing law in general damages and special damages issues but Malaysian Law still governs the questions of procedural law on the quantification of general damages.

The enforcement of foreign judgments is another matter. A judgment rendered in one nation may need to be executed in another due to the nature of e-commerce transactions. This is because e-commerce transactions include parties that are geographically separated and have little knowledge of one other's assets' whereabouts and values, making it difficult to carry out the judgment. This is because each nation has its unique laws pertaining to enforcement. In Malaysia, the registration enforcement of foreign judgments in Malaysia and its procedures are governed by the Reciprocal Enforcement of Judgment Act 1958 (REJA) and the Rules of Court 2012 (ROC). However, this REJA is restricted to only a few countries such as the United Kingdom, India, Hong Kong, Sri Lanka, and Singapore (Sarabdeen, 2025). For instance, if the plaintiff sues a foreign defendant in a foreign court and gets judgment against the defendant who has assets in this country, Malaysia, then the plaintiff can enforce the judgment in the Malaysian courts against the defendant if the requirements of the REJA are satisfied.

### Conclusion and Recommendation

The issue of jurisdiction in e-commerce disputes presents a growing challenge, particularly in Malaysia, where existing legal frameworks have not kept pace with the rapid evolution of digital commerce. Statutory provisions such as the Contracts Act 1950 and the Electronic Commerce Act 2006, while foundational, were enacted in an era that did not anticipate the borderless and instantaneous nature of online transactions. These laws, though still in force,

are increasingly seen as outdated and ill-equipped to address the complexities of modern e-commerce, especially when transactions span multiple jurisdictions.

One of the most pressing concerns is the ambiguity surrounding the formation of contracts in an online environment. Unlike traditional commerce, where the place and time of contract formation are relatively straightforward, digital transactions often involve parties located in different countries, interacting through automated systems. This raises significant questions about where a contract is legally formed and which jurisdiction's laws should apply in the event of a dispute. The absence of clear statutory guidance on these matters creates legal uncertainty for both consumers and businesses, potentially undermining confidence in the digital marketplace.

Another critical issue is the choice of law in cross-border e-commerce. Consumers frequently agree to terms and conditions without fully understanding the legal implications, including clauses that may subject them to foreign legal systems. This can place them at a disadvantage, especially when disputes arise and they are required to navigate unfamiliar legal frameworks. The imbalance of power between consumers and large online platforms further exacerbates this problem, highlighting the need for stronger consumer protection mechanisms.

Accordingly, the primary objectives of paper are achieved. After carrying out the research, this paper has provided important discussion on the jurisdictional and choice of law issues involving e-commerce disputes in Malaysia. The findings of this research underscore the urgent need for Malaysia to modernize its legal infrastructure to better align with the realities of digital commerce. The current legislative landscape is fragmented and lacks a cohesive approach to addressing jurisdictional and choice of law issues in cross-border transactions. While Malaysian courts have made efforts to interpret and apply existing laws to digital contexts, relying solely on judicial decisions is insufficient. A more structured and comprehensive legislative response is necessary to provide clarity and consistency. For Malaysia to fully realize the potential of its digital economy, legal reforms must be prioritized alongside technological and infrastructural development. A robust legal framework that clearly defines jurisdictional boundaries and ensures fair treatment of all parties involved in e-commerce transactions is essential. Such reforms would not only enhance consumer trust but also attract greater participation from international businesses, thereby boosting economic growth.

Future research can be directed towards conducting an empirical study on each of the legal issues highlighted in this paper relating to the jurisdictional and choice of law issues involving e-commerce disputes in Malaysia. By doing so, the real world data can be collected and future policymaking process can be improved. Additionally, comparative benchmarking may be carried out particularly in countries surrounding Malaysia such as Singapore, Thailand, Brunei and others. Through this approach, we can learn lesson and experiences from other countries and evaluate the viability of implementing the same in Malaysian context.

In conclusion, strengthening Malaysia's legal framework for e-commerce is vital for ensuring that the country remains competitive in the global digital economy. Policymakers, legal professionals, and industry stakeholders must collaborate to develop laws that are responsive to the dynamic nature of online commerce. By doing so, Malaysia can foster a secure, transparent, and trustworthy digital marketplace that benefits both consumers and businesses alike.

## Acknowledgements

The authors would like to thank Universiti Utara Malaysia for providing the necessary support and facilities to complete this paper.

## References

- Abdullah, H., Ismail, I., Alnoor, A., & Yaqoub, E. (2021). Effect of perceived support on employee's voice behaviour through the work engagement: a moderator role of locus of control. *International Journal of Process Management and Benchmarking*, 11(1), 60-79
- Abdullah, N., Hanafi, H., & Nawang, N. I. (2021). Digital Era and Intellectual Property Challenges in Malaysia. *Pertanika Journal of Social Sciences & Humanities*, 29.
- Amin, N. (2013). Protecting consumers against unfair contract terms in Malaysia: The Consumer Protection (Amendment) Act 2010. *Malayan Law Journal*, 1, 1-11.
- Amin, N., & Mohd Nor, R. (2013). Online shopping in Malaysia: Legal Protection for E-consumers. *European Journal of Business and Management*, 5(24), 79-86.
- Ayub, Z. A., Mohamed Yusoff, Z., & Ahmad Sharif, N. (2007). Malaysian Electronic Commerce Act 2006 and EU directives: A comparison. (2007): 7-12.
- Billah, M. M. (2008). *Applied Islamic E-Commerce : Law and Practice*. Sweet & Maxwell Asia, 2008.
- Bysaha, Y. (2024). *A look at e-commerce through the prism of constitutional and legal norms*. <https://doi.org/10.24144/2307-3322.2024.85.1.22>
- Chan, X. Y., Rahman, M. K., Mamun, A. A., A. Salameh, A., Wan Hussain, W. M. H., & Alam, S. S. "Predicting the Intention and Adoption of Mobile Shopping During the COVID-19 Lockdown in Malaysia". *SAGE Open*, 12 no.2 (2022), 1 – 17,
- Guercini, Simone, Silvia Ranfagni, and Andrea Runfola. "E-commerce internationalization for top luxury fashion brands: some emerging strategic issues." *Journal of Management Development* (2020).
- Hanefah, H. M. M., Hassan, H., & Othman, Z. (2008). E-commerce implications potential problems and challenges in Malaysia. *International Business Research*, 1(1), 43-57.
- Jain, V., Malviya, B. I. N. D. O. O., & Arya, S. A. T. Y. E. N. D. R. A. (2021). An overview of electronic commerce (e-Commerce). *Journal of Contemporary Issues in Business and Government*, 27(3), 666.
- Jamsheer, K. (2019). *Impact Of E-Commerce On Society: Advantages And Disadvantages*. Available: <https://acowebs.com/impact-ecommerce-society/>
- Jayabalan, S. (2014). Cyber paranormal: conflict of law issues in E-Commerce consumer contracts. *Journal of Administrative Science*, 11(1), 1-14.
- Jayabalan, S., & Randawar, D. K. (2017). The role of the modern contract law in the purview of consumer protection. *Jurnal Intelek*, 12(1), 21-27
- Kalakota R., & Whinston A.B. (1997). *Electronic Commerce: A Manager's Guide*, Addison-Wesley.
- Khurana, A. (2019). *Introduction To E-Commerce*. Available: <http://www.ddegjust.ac.in/studymaterial/mcom/mc-201.pdf>
- Laudon, K. C., & Traver, C. G. (2016). *E-commerce 2016: Business, technology, society*. Pearson.
- Loh, J. X. (2023). The legal framework of e-commerce in Malaysia. *Asian Journal of Law and Policy*, 3(3), 183-198.
- Makhtar, M., & Asuhaimi, F. A. (2019). Regulatory Framework for Online Businesses in Malaysia. *International Journal of Academic Research in Business and Social Sciences*, 9(3), 427-438

- Mohamad, A. M., Hamin, Z., & Othman, M. B. (2017). Balancing open justice and privacy rights in adopting ICT in the Malaysian courts. *Advanced Science Letters*, 23(8), 7996-8000.
- Mohd Nor, R., Md Salleh, N. Z., Omain, S. Z., & Selamat, R. (2019). *e-Consumer Rights in Online Shopping of Goods: A Malaysian Legal Perspectives*. 9(2), 82–84. <http://readersinsight.net/MRS/article/download/1045/823>
- Nor, R. M., Salleh, N. Z. M., Omain, S. Z., & Selamat, R. (2019). E-Consumer Rights in Online Shopping of Goods: A Malaysian Legal Perspectives. *Management Research Spectrum*, 9(2), 82-84.
- Paihao, Z. (2025). Study on Jurisdiction Issues in Cross-Border Online Consumer Contracts. *Science of Law Journal*, Clausius Scientific Press, Canada ISSN 2616-2296 Vol. 4 Num. 2. DOI: 10.23977/law.2025.040207
- Palanissamy, A. (2013). Legal Issues in e-Commerce and e-Contracting – An Overview of Initiatives in Malaysia. *International Journal of E-Education, e-Business, e-Management and e-Learning*. <https://doi.org/10.7763/IJEEEE.2013.V3.217>
- Qin, Z., Wang, G., Deng, W., & Hao, Y. (2025). Introduction to E-commerce. Springer Nature
- Razali, N. A. H., Rosli, W. R. W., & Othman, M. B. (2022). The Legal Protection of E-Consumers Against E-Commerce Fraud in Malaysia. *Malaysian Journal of Social Sciences and Humanities*, 7(9), e001778. <https://doi.org/10.47405/mjssh.v7i9.1778>
- Roslan, A. K., Mohd Fakrudin, N. S. A., Ghani, N. A., Saad, H. M., & Ishak, S. (2022). Legal protection of e-consumers in malaysia. *International Journal of Law, Government and Communication*, 7(29), 223–241. <https://doi.org/10.35631/ijlgc.729016>
- Sarabdeen, J. (2025). Hear or Not to Hear: A Comparative Analysis of Jurisdiction of the Courts in E-commerce Disputes. *Journal of Ecohumanism*, 4(1), 1394-1401
- Sarwar Khan, S. (2017). Jurisdiction of Court in E-Commerce Consumer Contracts: Malaysia, Singapore and Thailand. *International Journal of Business and Management*, 1(2), 137-143.
- Sarwar Khan, S., & Jayabalan, S. (2015). Enforcement of foreign judgment in e-commerce consumer contracts in Malaysia: Issues and challenges. *Social and Management Research Journal (SMRJ)*, 12(2), 68-76.
- Scandinavian Bunkering (Singapore) Pte Ltd v MISC Bhd* [2015] 3 MLJ 753
- Taherdoost, H. (2023). *Legal, Regulatory, and Ethical Considerations in E-Business* (pp. 379–402). Springer International Publishing. [https://doi.org/10.1007/978-3-031-39626-7\\_15](https://doi.org/10.1007/978-3-031-39626-7_15)
- Upadhyay, R., & Bharadwaj, P. (2024). Legal Framework of E-Commerce. *International Journal For Multidisciplinary Research*. <https://doi.org/10.36948/ijfmr.2024.v06i01.9715>
- Wu, Min Aun. Consumer Protection Act 1999: Supply of Goods And Services. Pearson Education Malaysia, 2000
- Yendamuri, P. Lim, G. Keswakaroon, D. “Digital Consumers of Tomorrow, Here Today.” (2020). Accessed on 24 April 2025, from <https://www.bain.com/insights/digital-consumers-of-tomorrow-heretoday/>