LAW AND COMMERCE:
THE MALAYSIAN
PERSPECTIVE

MOHAMMAD NAQIB ISHAN JAN
LLB (HONS) (IIUM), MCL (IIUM),
Ph.D (IIUM)
ASSOCIATE PROFESSOR,
COORDINATOR OF ALTERNATIVE DISPUTE
RESOLUTION UNIT,
AHMAD IBRAHIM KULLIYYAH OF LAWS (AIKOL)
INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA

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CHAPTER 10

E-COMMERCE AND THE PRACTICE IN MALAYSIA: AN OVERVIEW

by

DURYANA MOHAMED

E-commerce is evolving and will continue to develop globally. As a result many writings have been dedicated to this area by various authors. The writings mainly focus on the benefits, security, privacy, and challenges faced by the market players in e-commerce environment. There are also writings on consumer protection and taxation with regards to online business. This chapter will base its discussions on the definition of e-commerce, its advantages and disadvantages, the types of e-commerce, the regulatory frameworks in Malaysia and some other countries, and several legal issues arising from these e-commerce activities. Accordingly, the future of e-commerce will be discussed in the later part of this chapter with some comments. The aim of this chapter is to provide an overview of e-commerce activities as practiced in Malaysia and other jurisdictions while at the same time trying to highlight legal issues associated with e-commerce activities.