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Md Abdul Jalil, Leo D Pointon,
Developments in electronic contract laws: A Malaysian perspective,
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Abstract: Electronic commerce is expanding at an ever-increasing rate on the Internet.
To facilitate e-commerce uniform electronic contract laws have been proposed for
nation states by UNCITRAL, known as the UNCITRAL Model Law on Electronic
Commerce. Following this Model Law many countries have enacted electronic contract
laws. However, it seems that Malaysia is moving very slowly to update its existing
contract laws. The Contracts Act 1950 (Malaysia) is an old statute which provides the
postal rule to govern the formation of a contract. It is silent about the emerging new
issues on e-contracts. However, the Digital Signature Act 1997 (Malaysia) promotes e-
commerce and e-contracts in Malaysia by legalising the use of digital signature
technology. This article discusses and analyses e-contract laws in Malaysia based on
Contracts Act 1950 and Digital Signature Act 1997. It concludes with recommendations
as to how Malaysian law could be amended to conform more closely to international
developments in this area.