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# The Regulatory Landscape of Buy-Now-Pay-Later ('BNPL') in Malaysia: Challenges and Opportunities

Wong Hua Siong<sup>1,\*</sup>, Azwina Wati Abdull Manaf<sup>1</sup>, Susi Indriani<sup>2</sup>

<sup>1</sup> Department of Law, Fakulti Undang-undang dan Hubungan Antarabangsa, Universiti Sultan Zainal Abidin, 21300 Kuala Nerus, Terengganu, Malaysia

<sup>2</sup> Department of Law, Fakultas Hukum, Universitas Jambi, Indonesia

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### ABSTRACT

In Malaysia, the Buy-Now-Pay-Later ('BNPL') business model has rapidly taken off offering both merchants and customers more sales opportunities and flexible payment options. However, due to BNPL services expanding rapidly there are special regulatory issues that call for striking a careful balance between encouraging innovation and safeguarding the interests of customers. The fast development of BNPL in Malaysia has emphasised the persistent need for stricter regulations. The study has applied the qualitative legal research method via doctrinal analysis with the aim of conducting an in-depth analysis of the selected documents. Currently, there is no specific legislation to govern BNPL transactions in Malaysia. Thus, the Consumer Credit Bill 2025 is a significant step forward, but it requires coordinated efforts between Bank Negara Malaysia, the Consumer Credit Oversight Board and other pertinent agencies adequate regulatory resources for full compliance monitoring and enforcement and continuous consumer education and financial literacy programs to guarantee that the general public is fully aware of their rights and risks associated with BNPL schemes.

## 1. Introduction

In Malaysia the Buy-Now-Pay-Later ('BNPL') business model has rapidly taken off offering both merchants and customers more sales opportunities and flexible payment options. However, due to BNPL services expanding rapidly there are special regulatory issues that call for striking a careful balance between encouraging innovation and safeguarding the interests of customers. Depending on the structure of the BNPL, provider BNPL services in Malaysia are governed by the Central Bank of Malaysia ('Bank Negara Malaysia' or BNM) as well as other appropriate agencies and authorities. Although BNPL is not specifically classified as credit under conventional financial regulations, recent events have obligatory regulators to reevaluate current frameworks to address possible risks like excessive debt and a lack of transparency. Financial technology (fintech) explosive growth has completely changed Malaysia's consumer credit environment. The BNPL program is one of the most

\* Corresponding author.

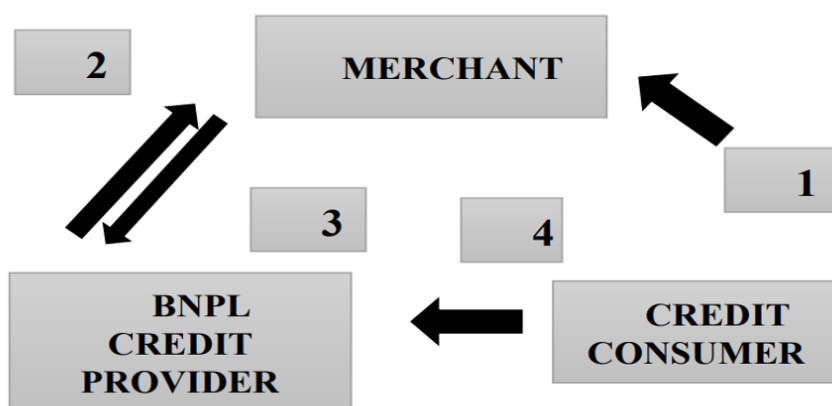
E-mail address: [wonghuasiong@yahoo.com](mailto:wonghuasiong@yahoo.com)

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well-known innovations which gives most of the customers immediate interest-free credit for purchases with repayments usually due in a few simple installments. A critical discussion regarding the sufficiency of current legal frameworks and consumer protections has been triggered by these schemes which draw millions of Malaysians. The current legal issues surrounding BNPL in Malaysia are thoroughly examined in this report which covers academic research recent legislative developments and theoretical and practical controversies.

A payment option known as BNPL enables customers to purchase goods or services right away and pay for them in instalments that are postponed and usually is a interest-free programme. In contrast to credit cards, BNPL services typically have less rigorous approval procedures and do not require previous credit checks record. These programs are primarily run by the fintech companies and are seamlessly incorporated into both online and physical retail channels. More than five million Malaysians were enrolled in BNPL schemes by the end of 2024 with Atome, Grab PayLater, and Shopee PayLater which leading the market [1]. The market estimated at US\$2. 5 billion in 2025 is expected to reach US\$4. 2 billion by 2030 with the sector expected to grow by 15. 1 percent annually. Convenience inclusivity and flexibility for customers—especially those underserved by traditional banking channels—are what make it appealing.

The fast development of BNPL in Malaysia has emphasised the persistent need for stricter regulations. These regulations are needed to help prevent careless spending that can result in huge uncontrolled debt and defaults, particularly among young people who have limited financial management. Generally the structure of a BNPL transaction will involve of three parties, namely consumers, BNPL service providers and merchants who participated in the transaction who will pay the agreed commission to the service providers in exchange for the higher sales. The general transaction would be shown in the following diagram.



**Fig. 1.** Modus operandi of BNPL scheme

The following procedures explain the above illustration on the modus operandi of the BNPL scheme.

No 1: The consumer or buyer will buy the products or services from merchants using the BNPL scheme through online or mobile apps.

No 2: In return, the BNPL credit provider pays merchants the full purchase price of the products or services in advance.

No 3: The merchants then will pay the agreed fees to the BNPL credit provider for each transaction.

No 4: The consumer or buyer will then pay the full purchase price in installments to the BNPL credit provider connected to a debit or credit card. The BNPL credit provider charges late payment fees or penalty if the consumer or buyer fails to pay the installments on the agreed period.

A recent Consumer Credit Oversight Board task force survey showed that past-due BNPL payments had decreased from 6% in the first quarter (Q1) of 2023 to 2.9% in Q4 2024 as per the opinion shared by Mohd Afzanizam Abdul Rashid chief economist at Bank Muamalat Malaysia Bhd. [2]. On the other hand, Prof. Tan Peck Leong of Universiti Teknologi Mara countered that although BNPL might teach financial self-control, it also promotes impulsive spending especially among the young consumers without steady income such as students can easily accrue debt due to the availability of BNPL credit particularly on e-commerce platforms. Desmond Chong Kok Fei, a senior lecturer in human ecology at Universiti Putra Malaysia echoing these views emphasized that in order to avoid debt financial literacy and management needs to be instilled from a young age.

## **2. Methodology**

The study has applied the qualitative legal research method via doctrinal analysis with aims to conduct an in-depth analysis of the selected documents, for an example to interpret the relevant statutes, such as Consumer Credit Bill, the Consumer Protection Act 1999, the Policy Document of Personal Financing 2023, and the resolution of the Shariah Advisory Council, regulatory guidelines and case law related to BNPL to understand the legal landscape framing of BNPL operations in Malaysia and to study the terms and conditions imposed by the selected BNPL providers, namely Atome, Grab, Shopee. Meanwhile, the selected articles and authoritative sources from online databases were also analysed to understand the scope of the current legal provisions which affecting BNPL schemes. In order to determine how well these services adhere to both Islamic principles and consumer protection laws, the study also took into the Shariah compliance issues in BNPL transactions.

Both content analysis and a normative analysis approach will be used to analyse the information. To understand the structure and operations of BNPL services in Malaysian market, the content analysis will be used. On the other hand, the normative analysis approach is used to compare the practices with shariah principles and existing legal provisions to assess the level of consumer protection and shariah compliance.

## **3. Literature Review**

Mukhtar *et al.*, [3] are of the view that with BNPL services, customers can make purchases right away and postpone payments into manageable installments which makes them a substantial alternative to traditional credit systems. Azmi *et al.*, [4] have also shared the same view that deferred payments convenience may promote impulsive spending and excessive debt accumulation especially among younger users who lack financial literacy and management. Fatmawati and Suwardi [5] opt that in contrast to conventional credit systems that necessitate comprehensive credit and financial ability checks, the majority of BNPL services provide fast approvals with minimal eligibility requirements, thereby enhancing the risk of financial distress and overleveraging among the young generation now. According to Kumar *et al.*, [6] the transition of BNPL services from traditional layaway plans to digital financial tools is indicative of the increasing demand for convenience among consumers and the advancements in financial technology. Rani and Sahu also said that generation Z and millennials are favour of BNPL services because they are generation who are digital and

adaptable payment solutions [7]. According to Pizzolato, a survey shown that approximately 62% of Gen Z consumers and 56% of millennials in the United States have utilized BNPL services [8].

Chuah *et al.*, [9] also express that although digital transformation initiatives have enhanced internet access in urban areas, some places especially rural areas are still continuing to experience weak or no connectivity issues, which impede the adoption of financial technologies [9]. Thus, the current issue faces by Malaysian is BNPL services in Malaysia has yet to be regulated by any credit agency and there is no specific legislation to govern BNPL transactions in Malaysia.

### *3.1 Regulatory Status and Legal Ambiguities*

In early 2020s, BNPL schemes in Malaysia were not subject to conventional banking and credit legislation which lead to many grey area unsolved and undetermined issues as BNPL providers are not as closely regulated as banks or the licences institutions who grant the credit facility. As a result, the interest of the consumer is affected by unfair contractual terms or ambiguous fees due to hidden or poorly disclosed fees. Meanwhile, customers have less protection against fraudulent transactions or faulty products bought with BNPL than they do with credit cards due to limited recourse.

Furthermore, the shariah legal practitioners have also raised the concern if the BNPL contracts are fully shariah compliance or it has violated prohibitions against *riba* (usury/interest), *gharar* (uncertainty), or *maysir* (gambling). The impose of penalty and the uncertainty of contract conditions in the majority of traditional conventional BNPL models give rise to compliance issues.

## **4. Discussion**

Ahmad and Ishak share that some money lending organisations, hire-purchase companies, factoring companies, leasing institutions, and the Buy Now Pay Later (BNPL) program are a few examples of non-banking credit providers and services nowadays [10]. Millian *et al.*, [11] are of the view that due to advancement of the Fintech technology, then it created BNPL scheme which utilizing technological advancements such automated information processing, communication, the Internet, and other conveniences to improve the financial services experience among the customers [11]. Due to Covid-19 pandemic, the purchasing style of most of the consumers has changed from conventional style to online purchase style and to make the payment without any physical contact. Thus, Quantilope mentioned that the BNPL scheme is one of the available paths enabling consumers to purchase any compelling needs but with installment to have a more structured spending style [12].

Demyanyk and Loutskina also mentioned that the BNPL plan is seen as a legal arbitrage since its services are not constrained by strict regulations [13]. The unregulated BNPL scheme under the current legislation in Malaysia raises concerns about defenceless consumers in dreadful need of financial services.

A few relevant legislations in Malaysia for BNPL prior to 2025, namely Financial Services Act 2013 (including Islamic Financial Services Act), Moneylenders Act 1951 and Consumer Protection Act 1999. Financial Services Act 2013 generally covers both banking and insurance entities, including non-bank fintech providers and under the purview of the Ministry of Finance (MOF). For licence moneylenders in Malaysia, they are governed by Moneylenders Act 1951 which is under the purview of the Ministry of Housing and Local Government (KPKT). The Act generally regulates the activities done by the said moneylenders. Meanwhile, Pawnbrokers Act is relevant to the licence moneylenders in Malaysia. The existence of Consumer Protection Act 1999 is to protect the rights of the consumer including the unique risks of fintech lending or installment credit in digital retail settings. Despite the introduction of the Consumer Protection (Credit Sale) Regulations 2017 (Regulation 2017) by virtue of the section

24AA of the Consumer Protection Act 1999, Hassan et al. are of the opinion that some non-banking credit providers do not fall within the ambit of this regulation, including BNPL credit providers [14] and thus it defeats the purpose of implementing the Regulation 2017.

In July 2025, the Parliament of Malaysia has passed the Consumer Credit Bill 2025 (“the Bill”) which will become the first legislation specifically governs the non-bank credit provides, including BNPL operators [15]. The Bill has imposed that all the BNPL providers must obtain the licences and to comply with all the regulatory requirements as per the licenced financial institutions, banks and licenced moneylenders. All the credit and payment terms, including any charges or penalties must be made it clear to the consumers prior to entering the BNPL transaction. Meanwhile, other important key features in the Bill include there is a ceiling cap for the late payment fees and other non-interest charges to prevent excessive cost structures. Meanwhile, there will be an independent board to be set up under the Bill to supervise the conduct of BNPL and other non-bank credit services and to investigate the disputes between the service providers and the consumers. To monitor the financial, credit abilities and indebtedness of the consumers, BNPL providers are now required to report all the credit activities to credit bureaus for assessment purpose.

Few current legislations will be amended to be in line with the implementation of the Bill. It includes Consumer Protection Act and Hire-Purchase Act to ensure that BNPL transactions are covered under the same standard of protection as traditional installment and credit purchases. By requiring credit providers and credit service providers to adhere to consistent and high professional standards in their interactions with the public prohibiting predatory practices such as the offering of consumer credit products that take advantage of vulnerable and ignorant credit consumers and encouraging timely clear accurate and consistent disclosures of information to credit consumers for decision-making the consumer seeks to lessen harm to credit consumers and promote the orderly development of the consumer credit landscape.

The Consumer Credit Bill 2025 is a significant step forward, but it requires coordinated efforts between Bank Negara Malaysia, the Consumer Credit Oversight Board and other pertinent agencies adequate regulatory resources for full compliance monitoring and enforcement and continuous consumer education and financial literacy programs to guarantee that the general public is fully aware of their rights and risks associated with BNPL schemes.

Malaysia’s central bank has taken an increasingly proactive regulatory stance. Bank Negara Malaysia (BNM) and allied ministries now coordinate oversight and law enforcement activities vis-à-vis fintech providers, including BNPL operators. BNM's December 2024 regulation targets the abolition of flat-rate interest calculations in BNPL, enforcing standardization across lenders and further safeguarding consumers.

## **5. Legal Issues in BNPL Implementation**

### *5.1 Regulatory Arbitrage and Gaps*

The previously fragmented legal environment allowed Buy Now, Pay Later (BNPL) operators to circumvent established regulations concerning responsible lending and credit reporting, which led to several key issues. First, aggressive lending practices became common, characterized by weak or non-existent underwriting standards. This significantly increased the risk of loan stacking, where consumers accumulate multiple BNPL debts, leading to over-indebtedness and financial strain. Second, consumer confusion was widespread due to the lack of clear and prominent contract disclosures. This deficiency often resulted in misunderstandings about the terms and conditions, leading to misinformed consent and unexpected financial obligations. Finally, consumers faced limited legal remedies when disputes arose. Whether related to late fees, defective goods

purchased through BNPL, or unauthorized transactions, the absence of clear legal pathways frequently left consumers without effective means of recourse, exacerbating their financial difficulties and undermining trust in the BNPL system.

### *5.2 Unfair Terms and Predatory Practices*

Legal complaints regarding Buy Now, Pay Later (BNPL) services frequently revolve around several key issues. One significant concern is the presence of complex or opaque contractual terms. The terms and conditions are often lengthy, filled with legal jargon, and presented in a digital format that can obscure consumers' rights and obligations, making it difficult for them to fully understand the agreements they are entering. Another issue is misleading marketing, where promotions sometimes fail to adequately highlight critical aspects such as repayment obligations, the imposition of late fees, or the potential consequences of default. This lack of transparency can lead consumers to make ill-informed decisions about using BNPL services. Finally, aggressive collection practices are a common source of complaints. Some BNPL providers engage in recovery actions—such as public shaming or harassment via social media—that breach established standards of fair debt collection, causing undue distress and potential reputational damage to consumers.

### *5.3 Credit Reporting and Financial Stability*

Before regulatory reforms, Buy Now, Pay Later (BNPL) repayments often went unreported to credit bureaus, creating a loophole that allowed consumers to accumulate unsustainable debt across multiple BNPL providers without adequate oversight. This "credit invisibility" raised significant concerns about systemic financial risks, as it became difficult to assess the true extent of consumer liabilities and the overall stability of the BNPL market. In Malaysia, where household debt to GDP ratios are already high, this lack of reporting exacerbated fears of potential widespread household over-indebtedness, posing a threat to individual financial well-being and the broader economic stability of the nation.

### *5.4 Vulnerable Consumers*

Young, digitally native Malaysians were found to be particularly susceptible to the risks associated with Buy Now, Pay Later (BNPL) services for several reasons. First, they exhibit a higher propensity for impulse purchasing, driven by the ease and convenience of online shopping platforms and the immediate gratification offered by BNPL options. Second, many young Malaysians have limited experience with formal credit or financial management, making them less equipped to navigate the complexities of BNPL agreements and manage their repayment obligations effectively. Finally, they face greater exposure to digital marketing and influencers who actively promote BNPL schemes on social media and other online channels, often without adequately disclosing the potential risks and long-term financial implications. This combination of factors makes them a vulnerable demographic in the rapidly expanding BNPL market.

### *5.5 Syariah Compliance Disputes*

The question of whether Buy Now, Pay Later (BNPL) contracts comply with Islamic financial principles presents ongoing challenges and concerns. Specifically, the practice of charging late payment fees in BNPL agreements may violate the Islamic prohibition against *riba* (interest or usury),

which is strictly forbidden in Islamic finance. Additionally, some BNPL contracts contain elements of ambiguity (gharar) and features that encourage speculative consumer behavior (maysir), both of which are discouraged under Shariah law, raising questions about the ethical permissibility of these financial products. Furthermore, only a minority of BNPL providers have successfully obtained Shariah compliance certification, indicating that many BNPL offerings in the market may not adhere to Islamic financial standards, potentially conflicting with the values and beliefs of Muslim consumers.

### *5.6 Enforcement and Supervision*

The rapid proliferation of Buy Now, Pay Later (BNPL) platforms presented significant supervisory challenges for regulators in Malaysia, particularly with the rise of cross-border digital financial providers like Atome and Grab PayLater, and the pace of market innovation outpacing existing legal frameworks, making it difficult to effectively monitor and regulate the evolving BNPL landscape. Atome, one of Asia's largest BNPL platforms, allows customers to split their purchases into three equal payments with no hidden fees or interest. It partners with over 2,000 online and offline retailers across fashion, beauty, lifestyle, fitness, and homeware categories in several countries, including Malaysia [16].

### *5.7 Impacts*

BNPL would bring positive and negative impacts to the consumers and society. BNPL services enhance access to essential goods and services for cash-constrained or unbanked populations, thereby stimulating economic activity, particularly during economic downturns when traditional credit options may be limited. While offering convenience, BNPL facilitates impulse purchasing, potentially increasing financial vulnerability among users, and may inadvertently promote unplanned or excessive spending habits.

## **6. Shariah-Compliant Innovation**

According to Department of Statistics Malaysia, Malaysia comprises of approximately 57.9% Malay population as at first quarter of 2024. Thus, the development of Shariah-compliant BNPL models is important to ensure the expansion of the Muslim markets in Malaysia and give Malaysia's sizable Muslim customer base moral assurances. According to Mahmud and Jamaludin, the principles of Tawarruq, Murabahah and Qard have been applied in the modus operandi of the BNPL scheme [17]. Katterbauer et al. view that these non-banking credit providers and services, such as the BNPL credit provider that provides the BNPL scheme based on Shariah-compliant contracts, must be subject to a specific Shariah governance framework [18].

**Table 1: Shariah Analysis of BNPL Providers**

<b>Provider</b>	<b>Contractual Structure</b>	<b>Financing Terms</b>	<b>Fees &amp; Charges</b>	<b>Late Payment Handling</b>	<b>Shariah Certification</b>	<b>Overall Assessment</b>
<b>Shopee PayLater</b>	Bai' Bithaman Ajil via Receivable Purchase (Monee entity)	0% for 1-month; 2–12 months instalment with fixed rates	1.5% monthly admin fee (clearly disclosed; previously 1.25% and hidden)	RM10 admin fee; surplus classified as gharamah and donated to Shariah-approved charities	Yes (Amanie Advisors)	<b>Compliant</b> – Clear contract structure, fee transparency, charitable handling of penalties
<b>Grab PayLater</b>	Bai' Bithaman Ajil-like; merchant receivables assigned to Grab entity	0% for postpaid & 4-month plans; 1.5% fee for 8–12 month plans	No fees on short-term plans; 1.5% fee on long-term plans clearly disclosed	RM10 flat admin fee per missed instalment; no mention of surplus donation or charitable treatment	No	<b>Partially Compliant</b> – Transparent pricing but lacks Shariah governance on penalty usage
<b>Atome PayLater</b>	Conventional credit model (not based on sale)	0% for 3-month; 1.5% monthly fee for 6–12-month plans	1.5% monthly fee considered riba-like; total cost not rooted in valid Shariah contract	RM23 late fee + RM7 penalty; no disclosure on charitable handling; can accumulate significantly	No (separate iBNPL exists)	<b>Non-Compliant</b> – Interest-like charges and punitive penalties violate Shariah and maqasid principles

Sources: Shopee Paylater, Grab PayLater & Atomy PayLater Websites.

Based on the above data, it seems that only Shopee PayLater is shariah compliance as it has the Shariah certification and with ethic mechanisms. The proper fee disclosure of the scheme, its limitation of late penalties and the charitable application of excess can all fall within both contractual integrity as well as the higher objectives (also known as maqasid al-Shariah) that include preserving wealth (also known as hifz al-mal). Although fundamentally similar to Islamic financing models, no ruling via Shariah certification has been made on Grab PayLater and the public is unaware of any disclosure on the way of the late payment surplus treatment is like. Such gaps indicate the need for an adequate governance mechanism to enforce full compliance.

Atome PayLater on the other hand represents a traditional consumer credit arrangement. Its cumulative penalty structure is in opposition to accepted Islamic financial ethics and its profit-charging mechanism is very similar to riba. Its mainstream offering is still in violation of Shariah standards even after launching a distinct Islamic BNPL option under the name Apaylater. Future regulatory harmonization should require minimum Shariah compliance standards for BNPL products with an Islamic label perhaps under the upcoming Consumer Credit Act and BNM's responsible financing policy. Integrity in Malaysia's developing Islamic digital finance ecosystem depends on ethical penalty governance transparent cost structures and clear certification.

The establishment of an internal Shariah Supervisory Board (SSB) or the appointment of a certified Shariah advisor ought to be mandatory for all BNPL providers claiming Shariah compliance. Regulations such as the Securities Commission Malaysia (SCM) or BNM should accredit these advisors. For the BNPL offering to fully adhere to Islamic legal and ethical standards the SSB must supervise every facet of it from contract structuring to the application of fees and penalties.

The late payment fees show the potential for riba and gharar in the BNPL facility. There may be riba present in the establishment if the client chooses to pay in installments and a late payment interest is applied to the installment payment. The majority of BNPL transactions frequently have no



solid legal foundation in Shariah because they usually involve an interest-bearing loan with all associated fees linked to the transactions interest [19]. Concerned that they might unintentionally participate in activities that go against their religious convictions, Muslim customers who are aware of riba principles may be cautious of BNPL and refrain from utilizing this business model [20].

## 7. Conclusions

Both opportunities and major challenges are presented by the BNPLs explosive growth in Malaysia's financial ecosystem. Despite being advantageous to the economy and consumers, the sectors weaknesses in systemic stability consumer protection and Shariah compliance call for a proactive regulatory response. The Consumer Credit Bill 2025 is an important first step but to secure the responsible and sustainable growth of digital credit in Malaysia, further legal development empirical data and financial literacy programs are required to be implemented.

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