



OPEN ACCESS

Volume: 5

Issue: 2

Month: April

Year: 2026

ISSN: 2583-7117

Published: 06.04.2026

Citation:

Dr. Runjhun “Vitiation of Consent in Digital Contracts: A Critical Analysis of Cyber Fraud, Misrepresentation, and Online Financial Scams under Sections 17 and 18 of the Indian Contract Act, 1872” International Journal of Innovations in Science Engineering and Management, vol. 5, no. 2, 2026, pp. 38-46

DOI:

10.69968/ijsem.2026v5i238-46



This work is licensed under a Creative Commons Attribution-Share Alike 4.0 International License

# Vitiation of Consent in Digital Contracts: A Critical Analysis of Cyber Fraud, Misrepresentation, and Online Financial Scams under Sections 17 and 18 of the Indian Contract Act, 1872”

Dr. Runjhun<sup>1</sup>

<sup>1</sup>Assistant Professor, Agnel School of Law, Vashi, Navi Mumbai, Affiliated to University of Mumbai & Approved by Bar Council of India.

## Abstract

*The dynamic nature of the digital transaction has had a strong impact on establishing new contractual relationships, which is associated with difficult legal questions about consent validity. This review paper examines the concept of vitiation of consent in digital contracts with specific reference to fraud and misrepresentation under Sections 17 and 18 of the Indian Contract Act, 1872. It discusses the history of e-contracts, their key components and other types including click-wrap, browse-wrap and email contracts. The paper underscores the distortion of free consent in the virtual world by cyber fraud, online money scams, and malicious online practices. By analyzing existing legal provisions, including the Information Technology Act, 2000 and the Indian Evidence Act, 1872, the paper identifies gaps in addressing emerging digital risks. An analysis of current literature also demonstrates the lack of proper consumer protection and enforcement procedures. The paper highlights that more powerful regulatory frameworks and greater awareness is needed to promote fair, transparent, and legally valid digital contracting practices.*

**Keywords;** Digital Contracts, E-contract, Cyber Fraud, Misrepresentation, Financial Scams.

## INTRODUCTION

The dynamic growth of digital technologies has fundamentally changed how the contracts are established, performed, and adjudicated. These days, consent is being received via digital interfaces, in the form of, but not limited to, click-wrap, browse-wrap and electronic signatures. Though these mechanisms make processes more efficient and accessible, they also present significant issues of validity and authenticity of consent [1]. In the digital world of information asymmetry, technological complexity, and anonymity, the established principles of the contract law, especially those concerning the free consent are being challenged more often. Section 17 and 18 of the Indian Contract Act, 1872 define consent that is vitiated as the consent that was obtained through misrepresentation or fraud [2]. Fraud is a statement made by one party to another to induce them into entering into a contract, whereas misrepresentation is a statement made without the intention of deceiving the other party, but which deceives the other party [3]. These ideas gain a new dimension in the context of digital contracts because of the high rates of cyber fraud, phishing, identity theft, deceptive websites, and deceptive online advertisements. Transactions are frequently conducted virtually, which means that users cannot always be sure the other party they are contracting with is real or that the information they are presented is correct, opening them to greater vulnerability [4]. Besides, the emergence of internet financial frauds has further complicated the question of consent. Deceptive interfaces and manipulative techniques are often used to entice unsuspecting users into fraudulent schemes, losing them a lot of money. The absence of physical interaction, and pace of digital transactions, tend to restrict the due diligence, leaving users more vulnerable to being misrepresented and victimized by fraud [5].

### **E-contracts**

The necessity and utility of e-contracts are rapidly increasing as a result of the globalization of the world. People who are seated in different parts of the world can conduct business with each other in a matter of minutes. In addition to saving them time, this also saves them money on travel expenses, delays, and any misunderstandings that can arise over the contract's duration [6]. The Indian Contract Act, 1872, and the Information Technology Act, 2000, among others, established the legislation for the regulation of e-contracts in India.

Contracts created between two parties through talks using any electronic method are known as e-contracts. They may also be referred to as cyber contracts, digital contracts, or online contracts [7].

The two parties trade goods and services for a predetermined sum of money in e-contracts as well. The only difference between these contracts and paper contracts is that they are prepared and signed electronically. As a result, there is no middleman involved and the vendor may communicate with the customer directly [8].

The Uberrimae fidei doctrine serves as the foundation for e-contracts. "Uberrima fides" means "utmost good faith" in Latin. Due to the direct communication between the parties in e-contracts, there is very little possibility of disinformation or the concealment of important information. As a result, both parties rely entirely on one another for all information. However, there are a few requirements that must be met in order to finish the e-contract. They are listed below.

### **Essentials of an e-contract**

Similar to the standards that must be met in order for paper-based contracts to be fulfilled, an e-contract must also have specific elements [9]. Below are listed these elements.

- 1 **Offer:** The offer isn't made legitimately person to person in many contracts, whether they are online or offline. The customer "peruses" the available goods and businesses that show up on the vendor's website before selecting anything he would wish to purchase. The website that displays the products available for purchase at a specific price does not make this recommendation. Since this is primarily a challenge to the proposal, it may be withdrawn at any time up until the hour of recognition. The buyer presents the items in the useful "crate" or "the shopping basket" for installment payments.
- 2 **Acceptance:** The offer ought to be accepted. When a client makes an offer based on a proposal to treat, the seller's next action is often acceptance. Before the acknowledgement is completed, the offer may be withdrawn at any time.
- 3 **Lawful consideration:** For a contract to be legally binding, there must be valid consideration—that is, there must be a legitimate exchange between the parties. The contract is null and void if there is no legal consideration.
- 4 **Lawful object:** The contract should include a legitimate purpose. The legality of the contract's object is assumed. An agreement to offer opiate drugs or pornographic entertainment movies online is therefore null and void.
- 5 **Competent party:** The contract must be legitimately enforceable by all parties involved. Uncouth individuals, such as minors, maniacs, insolvents, and the like, enter into arrangements that are void.
- 6 **Intention to form legal relationship:** The goal of a contract should be to establish legal relationships between the parties. There is no hope of forming any kind of agreement between the parties if it is evident that there is no chance of a legal relationship between them.
- 7 **Free consent:** Free and verifiable consent is required. When an individual's consent is not obtained via coercion, deceit, needless impact, or misrepresentation, it should be considered free. Therefore, it is not appropriate to interfere with any party's desire to engage into a contract. Generally speaking, a "navigate method" ensures free and genuine consent in online agreements, especially when dynamic collaboration between the contractual parties is lacking, such as in a contract between an online website and the customer who purchases from this website.

An e-contract is considered legitimate if all of the aforementioned basic elements are present.

### **CURRENT SITUATION OF E-CONTRACT LAWS IN INDIA**

Despite the underlying concerns of electronic contracts, several regulatory authorities throughout the world have implemented rules to recognize them due to the change in circumstances. In India, the Indian Contract Act of 1872, which is the customary law associated with contracts, was ill-prepared to handle the problem of electronic contracts

[10]. India's rise to prominence in the computer programming and assets sector is an intriguing development in the field of computer innovation. Market experts worldwide have been confused by the financial aspects of this element. It is unquestionably amazing that a poor country that is almost at the bottom of the improvement might reach such potential in one of the most welcoming tech and development sectors in the globe [11]. India's position in the Internet industry makes it very risky. By year's end, India will have more online customers than any other country in Asia. The state of internet business is also optimistic. The Information Technology Act, 2000 (the Act) should be seen in light of the extraordinary expansion of the web, the administrative concerns that accompany it, and the need to provide online-based businesses in India with a lawful framework. The Indian Parliament approved the Information Technology Act, 2000 in order to address some unique challenges related to the setup and validation of electronic contracts [12].

#### TYPES OF DIGITAL CONTRACT UNDER THE INDIAN CONTRACT ACT, 1872

According to the Evidence Act of 1872 (henceforth referred to as "the Evidence Act"), an electronic contract has the same legal consequences as a paper-based agreement. It should be noted that Section 3 of the Evidence Act defines "evidence" broadly, embracing any documents—including electronic data—that are brought to the court for review as documentary evidence. When loan and financing documents need verification of the subscriber's electronic signature in addition to a secure electronic signature—which can be accomplished through the subscriber's own testimony—Section 67A of the Evidence Act is applicable.

- 1 **Click wrap contract:** They come from a "shrink wrap agreement." When one of the parties clicks "I Agree" to the terms and conditions listed on the websites or enters their consent in the dialogue box supplied, the parties sign this kind of electronic contract. Unlike regular contracts, it includes predetermined terms and conditions that the parties can either accept or reject in its entirety. To put it another way, any contract requires the express consent of both parties. For example, we must explicitly accept the terms and conditions of any software or game we download; failing to do so will also prevent us from accessing the program or game [13].
- 2 **Browse wrap contract:** It is comparable to the idea of a click-wrap contract in that the user's direct

consent is not necessary, but the terms and conditions of the contract are predetermined. Typically, the website has a hyperlink at the bottom of the page that, when clicked, takes users to a page containing terms and conditions. It is assumed that they have consented to the contract when they browse the website after clicking on a hyperlink. To put it another way, although customers are not obliged to explicitly accept the terms and conditions in order to use the website, it is assumed that they do so by continuing to browse it [14].

- 3 **Shrink wrap contract:** "Shrink wrap" refers to a thin layer of plastic that is wrapped around a package or goods. A licensing agreement that is bundled with software is referred to as a "shrink wrap contract". By discarding the wrapping in order to open the goods, the user is implied to have agreed to the terms of the contract. In this kind of contract, the user has no negotiating power; he may either reject it by returning the product or accept it by shredding the wrap [15].
- 4 **E-mails contracts:** Similar to traditional contracts in that the parties have the chance to discuss the terms and conditions among themselves, this sort of contract is formed through electronic communications. Since the electronic communication must be examined in order for such a contract to be formed, it is classified as non-instantaneous communication [8].

**Table 1: difference between agreement and contract.**

Basis for comparison	Agreement	Contract
Meaning	An agreement is reached when a proposal is accepted with the necessary consideration by the person to whom it is offered.	An agreement is considered a contract when it is legally binding.
Elements	Offer and Acceptance	Agreement and Enforceability
Defined in	Section 2 (e)	Section 2 (h)
In writing	Not necessarily	Normally written and registered
Legal obligation	Does not creates legal obligation	Creates legal obligation
One in other	Every agreement need not be a contract.	All contracts are agreement

## FRAUD UNDER THE INDIAN CONTRACT ACT, 1872

In general, deliberate misrepresentation of facts is referred to as "fraud" [16]. In line with section 17.

### *Sec 17. "Fraud" defined*

Any of the following actions carried out with the assistance of a party to an agreement, with his cooperation, or with the assistance of his agent, with the intention of deceiving any other party to the agreement or his agents, or to cause him to engage into the settlement, constitute the fraud technique.

- The proposal as truth of what isn't always appropriate, made by someone who doesn't believe it to be true.
- Actively hiding a truth with the help of someone who is knowledgeable about or believes in the statistics.
- A pledge made with no intention of keeping it.
- Anything else appropriate to mislead.
- Any action or inaction that the regulation specifically declares to be fraudulent.

Until the circumstances are such that, in light of them, it is the responsibility of the person remaining silent to speak, or until his silence is equivalent to speech in and of itself, mere silence regarding statistics that could influence someone's willingness to enter into a contract is not fraud.

### *Active concealment*

"Active concealment" is not the same as "passive concealment." Simply keeping quiet about relevant statistics is known as passive hiding. A vivid concealment of a material truth constitutes fraud; silence, save from the limited instances mentioned below, does not constitute fraud. It is clear that the phrase "any other act fitted to deceive" refers to any action carried out with the apparent intention of committing fraud.

### *Silence is fraud*

- 1 **When the person has duty to speak:** In the first instance, the individual who is keeping quiet has less obligation to speak. As one contracting celebration reposes acceptance as sincere and self-belief in the other, a duty to communicate emerges. For instance, if a father promotes a horse to his son, he must let him know if the horse is unstable since the son would probably rely on his father. However, the idea is not that limited. When one celebration

rests and the other embraces confidence, there will always be a duty to reveal reality. Additionally, there is a duty to communicate when one party has no way of knowing the truth and must rely on the other side's goodwill.

- 2 **Where silence is deceptive:** Sometimes silence is just as important as speaking. A man or woman is equally guilty of fraud if they remain silent despite knowing that their silence will be misleading. The vendor may also void the transaction if, for instance, the client wants to withhold the information from them even though they are more aware of the cost of the assets.
- 3 **Change of circumstances:** Sometimes a representation is appropriate when it is made, but when it is blatantly violated by the other birthday party due to a change of circumstances, it may turn into a fraud. In these situations, the individual who created the illustration has a duty to discuss the exchange of circumstances.
- 4 **Truth not fully disclosed:** Even if someone has no obligation to disclose a reality, they might nevertheless be found guilty of fraud by non-disclosure if they freely tell something and then stop halfway through. A person may also choose to remain silent, but if he talks, he is obligated to provide the complete truth. "Everyone knows that sometimes a half-truth isn't any better than an outright lie."

### *Promises made without intention of performing*

One example of a promise made without the intention of acting on it is to bind someone to it with no intention of executing on one's end and merely to prevent the other from coping with others. Phase 17's definition includes this as the third kind of fraud. A consumer of goods who has no intention of paying the price is a scam of this kind.

### *Any act or omission specially declared to be fraudulent*

The remaining category comprises situations in which an act or omission is specifically declared to be fraudulent by the law. For instance, the Corporations Act and the Insolvency Act declare some types of switches to be "fraudulent choices." The definition of phase 17's fifth and final class of frauds is intended to include all such activities that are deemed fraudulent by another department of regulation. For instance, fraudulent desire is a notion found in insolvency regulations, while fraudulent switch may be

found in the Transfer of Assets Act. These phrases appear to have been included to ensure that all forms of deliberate dishonesty are covered and nothing of the kind escapes.

### **Misrepresentation under Indian Contract Act, 1872**

A contract that was obtained via deception is voidable at the discretion of the misled birthday celebration. A fabrication of a truth that is misrepresented to the settlement. Section 18 defines misrepresentation [16].

#### **S.18. "Misrepresentation" defined-**

"Misrepresentation" means and induces

- 1 Using the character's information to make an advantageous claim about something that isn't true, even though he thinks it is, is no longer justified.
- 2 Any breach of responsibility that, without the intention of deceiving, benefits the character committing it or any individual claiming to be beneath him by misleading others to his prejudice or the bias of anyone claiming to be beneath him.
- 3 Making a mistake on the content of the issue, which is the settlement scenario, while unintentionally causing a celebration of an agreement.

#### **Types of misrepresentation**

Types of misrepresentation comprised within this section include:

- 1 **Unwarranted statements:** It is misrepresentation when someone undoubtedly claims that a fact exists even when his records do not support it. When a person delivering an announcement obtains the data from a trustworthy source, it is claimed to be justified by that person's information. If a representation becomes a part of the settlement and it turns out to be false, the losing party may no longer be able to avoid the agreement but may also file a breach lawsuit for damages.
- 2 **Breach of duty:** A misrepresentation is any violation of obligation that benefits the perpetrator by misrepresenting the alternative to his detriment. "This clause is probably meant to cover all the cases that might be considered within the court of fairness—cases of "optimistic fraud," in which there is no intention to mislead but where the circumstances include making the birthday celebration who benefits from the transaction equally accountable in effect as if he had been actuated by using reasons of fraud or deceit." It is unacceptable for people of legal age and

understanding who sign a report to claim that they signed financial institution documents or that they signed without considering the recitals. Someone as careless as that must deal with the consequences of their carelessness.

- 3 **Inducing mistake about subject matter:** Misrepresentation also occurs when a party to a settlement unintentionally makes a mistake regarding the content of the element that is the subject of the settlement. S. 18 (3). Every agreement's topic count number is intended to be used by the parties to possess a certain fee or best. Misrepresentation occurs when one of the parties, no matter how unintentionally, misleads the other party about the nature or best of the subject.

#### **Suppression of vital facts**

Suppression of important information can also lead to misrepresentation. Cases of concealment or suppression will fall under sub-phase (2) if they amount to a breach of obligation or under sub-section (3) if they cause the opposing celebration to make a mistake regarding the agreement's subject matter.

#### **Of material facts**

Statistics that are relevant to the contract should be misrepresented. Men of business will often make "commendatory expression" about their products, but this is insufficient to evade the contract. A fact is considered fabric if it would influence an inexpensive character's decision on whether or not to participate into the settlement and, if so, on what terms. Because it altered the price that a potential buyer would have liked to pay, misrepresenting a car's age by showing it as five years younger was deemed fraud. However, proposing an inflated land measurement using 2. Three percent were deemed non-material.

#### **Inducement**

Additionally, it is crucial that the consent be motivated by misrepresentation, meaning that the consent would not have been granted in the absence of the misrepresentation. Phase 19 rationalization offers:

An agreement is no longer voidable due to fraud or misrepresentation that did not result in the birthday party's consent to a contract.

The plaintiff may occasionally file a complaint if he may have given his consent in any case. Once more, the drawing must be created with the intention of having the other birthday party act upon it. The false misrepresentation ought

to have struck down the plaintiff. If the customer had examined the goods before purchasing them until he became a victim of a few hidden disorders that couldn't be discovered from an external examination, there could have been no misrepresentation, even if the advertisement had been false. Rescission is not an option if the person to whom the statement was no longer directed willingly decides to act upon it.

**Means of discovering the truth**

If "he had the means of discovering the fact with ordinary diligence," a party cannot file a complaint alleging misrepresentation. This is acknowledged by an exception mentioned on the side of phase 19. The following is the statement:

The agreement isn't always voidable, though, if the birthday party whose consent was obtained in this way had the means to discover the truth with regular diligence. This is true even if the consent was obtained through fraudulent means of phase 17, such as misrepresentation or simple silence.

**DIFFERENCE BETWEEN FRAUD AND MISREPRESENTATION**

Section 17 of the Contract conduct defines the conduct of fraud. While making false claims is a component of both fraud and misrepresentation, their severity and intent are different.

**Table 2: difference between fraud and misrepresentation**

No.	Aspect	Fraud	Misrepresentation
1	Definition	a purposeful act committed with the goal to mislead and unfairly gain benefits.	An act of making a false statement out of negligence or sincere belief
2	Section	Section 17 of the Indian Contract Act, 1872.	Section 18 of the Indian Contract Act, 1872.
3	Intention	Involves the intention to deceive or harm.	It may occur without involvement or the intention to deceive.
4	Knowledge	Possess precise knowledge on the dissemination of incorrect information.	Lacks accurate information of the misleading assertions made to the other party.

5	Elements	intention to mislead; intention to offer misleading information; and aim to negatively impact another individual.	related to contracts; reliance on incorrect representations; may entail innocence or ignorance; no effort to mislead
6	Legal consequence	It is regarded as a serious offense that might result in criminal charges.	mostly regarded as a civil offense with few legal repercussions.

**LITERATURE REVIEW**

(Wankhade, 2026) [17] The stability, legitimacy, and effectiveness of India's financial system are all seriously threatened by banking fraud. The scenario is made worse by persistent problems including antiquated legislation, lax enforcement, shoddy internal controls, dispersed regulation, and low financial literacy. This study evaluates the efficacy of the present regulatory framework while analyzing the primary forms, causes, and trends of banking fraud in India. It draws attention to structural flaws in fraud detection and prevention by combining knowledge from case studies, doctrinal research, and regulatory regulations. In order to promote fraud prevention, enhance regulatory supervision, and increase institutional resilience, the study proposes a holistic, technology-focused, and stakeholder-oriented approach. The findings are intended to assist customers, financial institutions, legal experts, and legislators in establishing a more safe, open, and trustworthy banking environment.

(Tapkir & Joshi, 2025) [18] explores the Indian legal system that now governs electronic contracts, with a particular emphasis on the Indian Contract Act of 1872 and the Information Technology Act of 2000. It examines particular issues including data privacy, jurisdiction, consent, authentication, and identity verification. There are significant gaps in Indian regulation when compared to international legal norms, such as the UNCITRAL Model Law and the legal systems of the United Kingdom and the United States. In order to promote India's developing digital economy, the report ends with proposals for legal reforms, such as improved enforcement procedures, more precise statutory definitions, and specialized adjudication forums.

(Ramisetty & Sundarbanshi, 2024) [19] explores the intricacies of contract law, primarily concentrating on void

agreements as they relate to the Indian Contract Act of 1872. By evaluating current legislative changes and offering pertinent ideas for future legal reforms, this research aims to advance a more nuanced understanding of void agreements and their consequences in contractual relationships. The main findings and concepts of the study are summarized in the conclusion, along with every paragraph that was produced during the investigation. Based on the study findings, the paper ends with several suggestions for future legal changes pertaining to void agreements. A list of all the sources used in the work is provided in the last part, which also contains the bibliography and references, using the appropriate citation style guidelines.

(Goel, 2022) [14] A tool for drafting and negotiating contracts for consumer and business e-commerce and related services is an E-Contract. Over the past 10 years, the use of e-contracts has grown dramatically, not just in India but also in other nations, especially after the COVID-19 pandemic. The contracts of the future are e-contracts. Businesses in the trade, software, and commerce sectors employ e-contracts such as shrinkwrap, clickwrap, email contracts, etc. The development of technology is making the link between technology and law increasingly fascinating. In today's hectic world, everyone wants a quick and simple approach to draft contracts or legal papers. Nowadays, people are using electronic means to create e-contracts, which is fully operational. The Indian Contract Act of 1872, the Information Technology Act of 2000, and the Indian Evidence Act of 1872 are the main pieces of legislation that establish whether an electronic contract is legitimate. The legitimacy, enforceability, and legality of electronic contracts in India will be examined in this research paper since many contracts and agreements are created electronically using Gmail, and the agreement is accepted by the message itself.

(V. Kumar et al., 2021) [20] With the advancement of technology, the current age is sometimes referred to as the "digital era." To facilitate seamless economic activity, the Indian legal system includes many legal concepts relating to contract law. Digital contracts are increasingly routinely replacing traditional contracting methods. Even in the midst of the COVID-19 epidemic, the India Contract Act 1872, one of the country's older laws, is still easily applicable in the Indian legal system and satisfies legal contract compliance requirements. This article's goal is to examine the many facets of the Indian Contract Act in light of the COVID-19 outbreak and the effects of digital contracts on the country's legal system. Due to the cyber security and data

privacy policies that directly impact the digital contract, some commercial organizations and people are still reluctant to implement it. India urgently needs to modernize its legal framework, enact legislation pertaining to digital contracts, and make the required changes for improved contract or agreement administration.

(CHAHANDE, 2020) [21] E-contracts are subject to many laws in India. Similar to conventional contracts, E-contracts can be validated under the terms of the Indian Contract Act, 1872. E-contracts are legally recognized under the rules of the Information Technology Act, 2000 (IT Act). The E-contract is enforceable under the terms of the Indian Evidence Act, 1872. Since an electronic contract may be made from anywhere in the world, it transcends national borders. This brings up the issue of the court's jurisdiction in the event of a disagreement between the parties to electronic contracts. This essay examines both traditional and electronic contracts in India. Since e-contracts may be produced from anywhere in the world at any time, there are concerns about their legal validity and jurisdiction. Thus, this essay describes the jurisdiction of e-contracts in India and discusses their legal legitimacy.

(A. Singh & Singh, 2019) [4] A contract is essential to it and is the most delicate and significant aspect of corporate legal issues. E-contracts are superior than traditional contracts in a number of ways. A few prerequisites for the creation of legally binding electronic contracts include parties, lawful goal, lawful consideration, etc. While the Indian Contract Act of 1872 governs traditional contracts, it is inadequate in regulating many elements of electronic contracts. With the passage of the Information Technology Act in 2000, some of these problems with formation, signature authenticity, etc. were resolved. This essay explains e-contracts in detail, discusses current problems with them, and examines whether they are enforceable in our society. With a judicial perspective on these situations, this knowledge will aid in enshrining the difficulties encountered by electronic contracts.

(S.R.SUBAASHINI & SHAJI.M, 2018) [15] A contract that is designed, carried out, and performed by a software system is known as an e-contract. E-contracts can be mapped to relevant programs, however in order to meet contract criteria, these programs must be thoroughly described. Complex interactions between parties to an e-contract are beyond the capability of these tools. The conventional contract has become complicated due to technological advancements, making it difficult for the average customer to understand and, thus, limiting their options. Such

contracts frequently include clauses designed to reduce the maker's or distributor's exposure in the event that something goes wrong, especially online. The display paper discusses the legal arrangements relevant to business-to-customer online business display, especially from the customer's point of view, in light of the unique qualities e-contracts have gained, the weights such contracts have placed on contract flexibility, and the suitability and multiplication of standard type agreements in the internet. In regards to the breach of B-2-C electronic contracts, the paper argues that current Indian legislation is insufficient to protect buyers' rights and interests.

(Nagpal, 2016) [22] The usual contract has gotten technically sophisticated due to technological advancements, making it difficult for the average customer to understand, which further restricts their options. Such contracts sometimes include clauses designed to lessen the manufacturer's or distributor's liability in the event that something goes wrong, particularly in cyberspace. The current paper examines the legal provisions that apply to e-contracts in the business-to-consumer e-commerce model, particularly from the consumer's point of view, given the unique features that e-contracts have acquired, the pressures that these contracts have placed on contract freedom, and the viability and proliferation of standard forms of contracts in cyberspace. In regards to violations of B-2-C electronic contracts, the paper contends that current Indian law is insufficient to safeguard consumer rights and interests.

## CONCLUSION

The growing use of digital platforms in conducting a contract has completely questioned the historical concept of free consent in the Indian Contract Act, 1872. The review confirms that, although Sections 17 and 18 can offer a solid legal framework to combat fraud and misrepresentation, the use of this tool in the digital realm is ambiguous and unsatisfactory. The emergence of cyber fraud, phishing, and identity theft, as well as deceitful internet activities, has contributed to the high-risk of vitiated consent in e-contracts. Another important point which is brought out in the study is that despite the legal recognition and enforceability of electronic contracts provided by the Information Technology Act, 2000 and Indian Evidence Act, 1872, their application in ensuring issues like authentication, jurisdiction and consumer protection in the cyberspace is wanting. The vulnerability of the users is further exacerbated by the lack of direct interaction, coupled with complexities of technology. Hence, it is now high time that thorough legal changes are made that explicitly cover

digital consent, enhance enforcement, and add technological protection. Increasing digital literacy and consumer awareness is also important to reduce the risks. Synchronization of the law and technology will be necessary to create a transparent, trustful, and equitable digital contract environment in the constantly changing environment of digital contracts.

## REFERENCES

- [1] V. S. More and P. A. Kabra, "Free Consent in Contract Law: A Key Element for Valid Agreements," 2025.
- [2] S. Kumar, "Doctrine of free consent in automated e-contracts: Re- evaluating Indian contract law in the age of algorithmic negotiation," *Int. J. Civ. Law Leg. Res.*, vol. 5, no. 1, pp. 142–149, 2025.
- [3] P. M. Soni and F. W. Niranjane, "An Analytical Study on Remedies Available for Breach of E-Contracts in India," *Int. J. Food Nutr. Sci.*, vol. 11, no. 11A, pp. 918–922, 2022.
- [4] A. Singh and S. Singh, "E-CONTRACT IN INDIA: ISSUES AND CHALLENGES," *Int. J. Interdiscip. Res. Innov.*, vol. 7, no. 1, pp. 597–602, 2019.
- [5] P. VERMA, "Sealing the Deal Digitally Evolution and Enforceability of E-Contracts in India," *Int. J. LAW Manag. Humanit.*, vol. 8, no. 4, pp. 248–265, 2025.
- [6] M. Pragadeeswaran and A. Rajan, "Critical Study on Different Types of E-Contract with Special Reference to the Remedies Available on Breach," *Int. J. Pure Appl. Math.*, vol. 119, no. 17, pp. 1729–1740, 2018.
- [7] S. Gupta and K. Baweja, "VALIDITY OF E-CONTRACTS IN INDIA: A NEW MODE OF CONTRACTING," *Anusandhan Res. Repos. GIBS*, vol. 5, no. 1, pp. 86–91, 2022.
- [8] Aditi and V. Kumar, "Contracts, E-Contracts, Validity of E- Contract and its Types and Differences Between Contracts and E-Contracts," *Int. J. Res. Appl. Sci. Eng. Technol.*, vol. 12, no. XI, 2024.
- [9] A. Ali, "Electronic Contract and Consumer Protection Issues in India; Emerging Legal Challenges and Remedial Measures," *Int. J. Res. Soc. Sci.*, vol. 8, no. 7, pp. 521–547, 2018.
- [10] P. Sherpa, "Legal and Regulatory Issues of Cyber Fraud in Transnational Banking with special reference to European Union," 2021.

- [11] P. P. Singh, "The Legal Treatment of Mistake and Misrepresentation in Specific Contracts: Case Analysis," 2024.
- [12] R. B. Chavan, "DETAIL STUDIES ON E-CONTRACT WITH SPECIAL REFERENCE TO IT ACT, 2000.," *Int. Res. J.*, vol. 11, no. 4, pp. 606–622, 2024.
- [13] Arshiya, "E-CONTRACT: A NEW NORMAL," *Indian J. Integr. Res. Law*, vol. II, no. Ii, pp. 1–13, 2022.
- [14] S. Goel, "Enforceability of E-Contracts in India," *SSRG Int. J. Commun. Media Sci.*, vol. 9, no. 2, pp. 9–16, 2022, doi: 10.14445/2349641X/IJCMS-V9I2P102.
- [15] S.R.SUBAASHINI and SHAJIM, "LEGAL ISSUES ARISING IN E- CONTRACTS IN INDIA: AN ANALYSIS," *Int. J. Pure Appl. Math.*, vol. 120, no. 5, pp. 4601–4618, 2018.
- [16] A. Challawala, "Fraud and Misrepresentation- A Comparative Study," *ACCLAIMS*, vol. 10, pp. 1–7, 2020.
- [17] A. Wankhade, "Banking Frauds in India: A Road Map for Effective Regulation and Prevention," *Int. J. Multidiscip. Res.*, vol. 8, no. 1, pp. 1–14, 2026.
- [18] D. D. Tapkir and P. A. Joshi, "Legal Challenges In Electronic Commercial Contracts In India: A Critical Analysis," *Int. J. Creat. Res. Thoughts*, vol. 13, no. 7, pp. 936–938, 2025.
- [19] R. Ramisetty and T. A. Sundarbanshi, "A Critical Analysis of Void Agreement Under Indian Contract Act and Navigating Its Implications," *Int. J. Multidiscip. Res.*, vol. 6, no. 3, pp. 1–14, 2024.
- [20] V. Kumar, A. Nanda, and N. Arora, "Role of Indian Contract Act 1872 in the Digital World," *Int. J. Innov. Res. Eng. Manag.*, vol. 8, no. 6, pp. 886–890, 2021.
- [21] J. CHAHANDE, "An Analytical Study on E-contract: Its Legal Validity and Jurisdiction," *Int. J. LAW Manag. Humanit.*, vol. 3, no. 6, pp. 1–12, 2020.
- [22] M. Nagpal, "ANALYSIS OF THE LEGAL ISSUES INVOLVED IN ELECTRONIC CONTRACTS UNDER INDIAN LAW WITH REFERENCE TO BUSINESS-TO-CONSUMER MODEL OF E-COMMERCE," *Int. J. Law Leg. Jurisprud. Stud.*, vol. 3, no. 4, pp. 43–60, 2016.