

The Doctrine of Misrepresentation and Fraud in Pakistan and United Kingdom: Navigating Their Implications On The Businesses and Consumers

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ABSTRACT

Misrepresentation and fraud are fundamental concepts in contract law, crucial for maintaining integrity and fairness in business transactions. In the UK, misrepresentation is defined as the dissemination of false information, while fraud involves deliberate deception. While in Pakistan, misrepresentation is defined under the Contract Act, 1872, encompassing false statements and breaches of duty that lead to an advantage. However, the distinction between innocent and fraudulent misrepresentation is not as clear as in the UK. Pakistan's legal framework lacks specific legislation like the UK's Misrepresentation Act 1967, leading to challenges in addressing misrepresentation claims. Against this backdrop, this research endeavors to delve deeper into the treatment of misrepresentation and fraud in contract law, with a comparative analysis between Pakistani and UK legal frameworks. By examining the nuances of these doctrines and their application in both jurisdictions, this study seeks to elucidate their impact on consumer and business dealings. Through a comprehensive exploration of case law, statutory provisions, and scholarly discourse, it aims to discern the efficacy of existing legal mechanisms in addressing issues related to misrepresentation and fraud, thereby informing potential reforms or improvements in regulatory frameworks.

Introduction

Misrepresentation and fraud are pivotal concepts within the realm of contract law, serving as fundamental pillars in maintaining integrity and fairness in business transactions. Misrepresentation refers to the dissemination of false information, whether innocently or negligently, during the formation of a contract, while fraud involves deliberate deception or deceit for the purpose of inducing another party into an agreement. Both the doctrines are important for

protecting the sanctity of contractual agreements as well as upholding ethical standards in business dealings.

The significance of these doctrines transcends mere legal technicalities; they are indispensable for fostering trust and promoting ethical business practices. By holding parties accountable for the accuracy and honesty of their representations, misrepresentation and fraud provisions serve as deterrents against deceitful conduct and ensure transparency in contractual relationships. Moreover, they contribute to

the establishment of a conducive environment for fair competition, where all parties can engage in transactions with confidence, knowing that their rights are protected under the law.

Law On Misrepresentation in United Kingdom

In the United Kingdom, any untrue statement of fact which led a party to form a contract will fall within the definition of Misrepresentation. While the McKendrick defines misrepresentation as “an unambiguous, false statement of fact or law directed at the party being misled” (McKendrick, E. 2005). In United Kingdom, the law has categorized the misrepresentation in three classes: Fraudulent Misrepresentation, Innocent misrepresentation and finally Negligent Misrepresentation.

Due to its inherent nature of Fraudulent Misrepresentation, it is deemed as the most serious form of misrepresentation (Dosani, D. 2021). A fraudulent misrepresentation is described as a false statement that is "made knowingly, or without belief in its truth, or recklessly, careless whether it be true or false." (Watson, Bramwell, FitzGerald, & Lord Herschell, 1889). Negligent misrepresentation happens when the statement maker believes their statement but is careless in obtaining that decision. It is regarded "negligent" since the assertion was made without exercising reasonable care and skill. A claim for negligent misrepresentation under common law tort is often referred to as a "negligent misstatement." This claim was first established in the case of *Hedley Byrne & Co Ltd v Heller & Partners Ltd* [1964] (Reid, Morris, Hodson, Devlin, & Pearce, 1964).

As per Harwich, Roskill, Ackner, Oliver, & Jauncey (1990), for a successful claim for negligent misrepresentation, there must be a special relationship between the parties and one party must owe a duty of care to another. The subsequent judicial rulings have held that duty of care will be established if there is an assumption of responsibility on the part of statement maker regardless of the fact that whether the statement maker is an actual expert; if they present themselves as having expertise or particular talent and are aware that the other party would rely on this information, he can be held accountable for his statements under the negligent misrepresentation (Keith, Goff, Browne-Wilkinson, Mustill, & Nolan, 1995).

Aggrieved party has also an alternative remedy under the Misrepresentation Act 1967 which entails a structured framework under section 2(1) for addressing cases of negligent misrepresentation in the United Kingdom, offering clarity and guidance to parties involved in contractual agreements. (Misrepresentation Act 1967)

Innocent misrepresentation refers to misrepresentations made without any intent to defraud the other party. The enactment of Misrepresentation Act has narrowed the scope of innocent misrepresentation as the claim for under the innocent misrepresentation can only be made when the parties have failed to prove their case under the act. Moreover, the remedy for innocent misrepresentation is also not desirable for the aggrieved party as it only allows the rescission of the contract.

However, not all statements are considered misrepresentations. For example, statements of opinion, which reflect the speaker's viewpoint, and mere sales talks are not considered misrepresentations, as illustrated in the cases of *Bissett v Wilkinson*

and *Dimmock v Hallett* (Dunedin, Atkinson, Carson, & Merrivale LJJ (1927). Furthermore, statements expressing a future intention are generally seen as hypothetical and not factual. Nevertheless, if such a future intention is knowingly false, as seen in *Edgington v Fitzmaurice*, it can be deemed a misrepresentation of facts (Cotton, Bowen, & Fry LJJ (1885)). Lastly, statements of law are typically not regarded as misrepresentations because everyone is expected to be aware of the law. However, there can be exceptions depending on the circumstances (*Pankhania v London Borough of Hackney*).

Remedies for Misrepresentation in United Kingdom

The contract law in the United Kingdom offers two remedies in cases of misrepresentation by individuals or business entities. The first remedy is rescission, which is applicable when a contract has been induced by any form of misrepresentation. In such cases, the contract is still binding on the parties, but it becomes voidable. The rescission seeks to return the parties to their position prior to entering into this Agreement. However, that remedy is not absolute because there are certain limits or restrictions which restrict the ability of a party who has been misled to withdraw his agreement.

One limitation arises when the party who was misled decides to affirm the contract even after discovering the misrepresentation. In such cases, the court cannot grant rescission because the party has chosen not to rescind the contract. The Case *Long v Lloyd* [1958] laid down a principle that a plaintiff can rescind the contract even after execution of the contract, but such right will be exhausted where the party takes some steps from which it appears that party has accepted

the goods. In this case, by sending the lorry on a business trip with his brother, the plaintiff had indicated final acceptance of the vehicle and therefore lost the right to rescind the agreement (*Parker, Jenkins, & Pearce JJ* (1958)).

The second remedy is damages, which is the most common remedy sought for misrepresentation. Damages are sought when harm goes beyond the scope of the contract, whereas rescission absolves the parties from their obligations under it. For each kind of misrepresentation, the amount of damage varies. In cases of fraudulent misrepresentation, which necessitates a high level of proof, damages aim to restore the aggrieved party to the position they would have been in if the misrepresentation had been true (*Denning, Winn, & Sachs, Justice* 1969).

According to Section 2(1) of the Misrepresentation Act 1967, damages are awarded on the same basis as for fraudulent misrepresentation. This means that the person who made the statement is liable for all consequential losses resulting from the statement, regardless of foreseeability. This principle was upheld in *Sharneyford Supplies Ltd v Edge* [1987] Ch 305. However, in cases of innocent misrepresentation, the only remedy available is rescission, and damages cannot be awarded.

Law On Fraud in United Kingdom

The main piece of UK legislation designed to combat fraud is the Fraud Act 2006, which replaced previous laws and went into effect in January 2007. It eliminated the need for deception as a defining factor and established a precise legal definition of fraud and its variations. This Act included provisions about dishonestly obtaining services and about possessing, manufacturing, and

supplying articles for use in fraud, in addition to establishing new offenses, especially in sections 2, 3, and 4.

The Fraud Act 2006 addresses fraud by false representation and makes it illegal to make false representations with the intention of defrauding someone, even if no money is actually gained or lost. (The Fraud Act 2006, Section 2). If someone makes a false statement knowing or having reasonable suspicion that it is false, it is considered false. This can apply to actions, words, or writing, as well as consequences like using a credit card without authorization.

Section 3 prohibits withholding information when there is a legal requirement to disclose it in order to combat fraud by failing to disclose information. This obligation can arise from contractual agreements, whether oral or written. For example, a solicitor who withholds crucial information from a client to commit fraud would be guilty under this section (The Fraud Act (2006). Section 3).

The Fraud Act (2006) defines fraud by abuse of position as the misuse of a position of trust or authority for one's own benefit or to cause harm to another person. This is covered in Section 4. Section 4). This clause targets those who commit fraud who hold privileged positions, like those in charge of budgets or finance personnel in the NHS. The Act also contains provisions pertaining to attempted fraud, which state that a defendant is guilty of an offense whether or not they truly profit from the false representation, provided that their intention was to profit. In addition to guaranteeing that offenders can still face consequences even in cases where their attempt was unsuccessful, this clause offers some protection for victims. In terms of credit card fraud, lying is not required by the Fraud Act of 2006.

Regarding credit card fraud, the Fraud Act 2006 does not require deceit, which resolves previous controversies regarding its application to machines. For instance, representation also include entering a victim's microchip and password into a system device. This provision also applies when information is supplied in any form to a system device designed to receive communications, which has been significant in combating fraudulent use of credit cards. Additionally, the Act has improved internet governance by making it easier to prosecute individuals for stealing identities online.

While the Fraud Act 2006 addresses many issues related to fraud, there are still concerns. The Act defines a statement as false if it is untrue or creates a false impression, but the concept of "misleading" is not clearly defined (Li, J. 2023). This ambiguity can arise when a true statement becomes confusing due to differing contexts between the speaker and the listener. The Act also introduces the concept of "dishonesty" without a clear definition, leaving it to courts to determine current standards of honesty. This aspect of the Act may require reform to provide a more concrete definition of dishonesty. Additionally, the Act's treatment of failure to disclose information as a form of fraud heavily relies on the concept of dishonesty, which can vary in interpretation, highlighting the need for continued reform and improvement in interpreting and defining dishonesty within the Act.

Legal Framework of Fraud and Misrepresentation in Pakistan

Misrepresentation in Pakistan has been defined under section 18 of the Contract Act, 1872. It provides that "Misrepresentation" means and includes—

1) the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true;

(2) any breach of duty which, without an intent to deceive, gains an advantage to the person committing it, or anyone claiming under him, by misleading another to his prejudice or to the prejudice of anyone claiming under him ;

(3) Causing, however innocently, a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement” (Contract Act (1872). Section 18)

Thus, three requirements for misrepresentation have been established by Pakistani contract law. These include an unjustified statement made by one party to another, a breach of duty without the intent to deceive the other party that results in the party or someone under him gaining an advantage by misleading another party about what he believes to be true, and an inducement to make a mistake regarding the substance of the subject matter in a contract without intending to do so. (Amr Ibn Munir).

If one were to provide a simple definition of misrepresentation, it would be making an unintentionally false statement with full belief that it is accurate and that induces another party to enter into a contract. It should be highlighted, though, that misrepresentation is treated by legal system as an inadvertent act of deception; in other words, it is distinguished from fraud solely on the grounds that fraud is committed with intent, whereas misrepresentation is committed accidentally. According to Aftab Ahmed, the term "misrepresentation" can refer to both honest and dishonest misrepresentations; in legalese, the former is called "misrepresentation," while the latter is called "fraud" (Aftab, A. 1987)

Interplay Of Fraud and Misrepresentation in Pakistan

Another area of law which has always been under the spotlight is the distinction between fraud and misrepresentation. These two maladies, often interwoven, has long been concern for Pakistani jurisprudence. Therefore, it is crucial to understand the difference between the two. Fraud has been defined in section 17 of the Contract Act, 1872 as: any of the following acts committed by a party to a contract, or with his connivance, or by his agent, with intent to deceive another party thereto or his agent, or to induce him to enter into the contract: -

(1) the suggestion, as a fact, of that which is not true, by one who does not believe it to be true.

(2) the active concealment of a fact by one having knowledge or belief of the fact.

(3) a promise made without any intention of performing it.

(4) any other act fitted to deceive

(5) any such act or omission as the law specially declares to be fraudulent

In PLD 1969 SC 167, the Supreme Court emphasized that the burden of proving fraud lies with the party making the allegation, and it must be substantiated by clear and convincing evidence, especially when a significant amount of time has passed and valuable rights have been established for the opposing party (Rahman, H., Ahmad, S., & Ahmad, Q. JJ. 1969). Similarly, in another case reported in 1977 PLD 75 SC, the Court ruled that pleadings must include the material facts on which a party's claim or defense is based. Specifically, rule 4 of Order VI of the Civil Procedure Code mandates that in cases involving misrepresentation, fraud, breach of trust, willful default, or undue influence, as well as other cases requiring detailed

particulars, these particulars (including dates and items if necessary) must be stated in the pleadings. (Ali, M. Y., Akram, M., & Patel, D. JJ. (1977).

In “*Mercantile Fire and General Insurance Co. of Pakistan Ltd. v. Messrs. Imam & Imam Ltd.*”, where there was a dispute over the insurance policy, the court while contemplating on the scope of Section 18 observed that:

“Misrepresentation, under section 18 of the Contract Act, so far as it be relevant here, would mean and include, the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true or any breach of duty which, without an intent to deceive, gains an advantage to the person committing it or any one claiming under him by misleading another to his prejudice or to the prejudice of anyone claiming under him or causing, however innocently, a party to make a mistake as to facts which may be relevant.” (Ahmad J, W. (1989)

The court went to differentiate between fraud and misrepresentation by observing that “the difference, therefore, between fraud and misrepresentation is one of intent though the effect of either may be the same namely obstinance of an advantage which, but for the facts alleged, may not have been obtainable.”. This observation is correct. The effect of both misrepresentation and fraud is the same, which is obtaining an advantage over incorrect facts with the only difference being that the former is non-intentional while the latter is completely intentional.

In *Civil Aviation Authority, Quaid-e-Azam International Airport, Karachi v. Aer Rainta International Pakistan (Pvt.) Ltd*, where the award of an arbitrator in a contractual dispute was brought to court, the

court discusses the scope of misrepresentation in detail. The court first distinguished misrepresentation and fraud by observing that “A contract procured by any representation, which is not correct, though innocent and unintentional and honestly believed to be correct is said to have been procured by misrepresentation in terms of section 18 of the Contract Act. Where one could infer in any representation element of deceit and malice with intent and purposeful object to defraud and gain advantage over the other than such representation enters into realm of fraud. An agreement procured either by misrepresentation or by playing fraud is voidable at the option of a party whose consent was so procured.” (Alam J, M. 2003)

Comparative Analysis

Misrepresentation, a crucial concept in contract law, is defined differently in the UK and Pakistan. In the UK, it is defined as an untrue statement of fact that induces another party to enter into a contract, this definition hinges on three essential elements: the statement must be false or ambiguous, it must be directed at the party misled, and it must have the potential to induce them into the contract. Moreover, misrepresentation is categorized into three distinct types: fraudulent, negligent, and innocent. Fraudulent misrepresentation involves deliberate deceit, where the maker of the statement knows it to be false or is reckless as to its truth. Negligent misrepresentation, on the other hand, occurs when the maker of the statement is careless in reaching their conclusion, breaching the duty of reasonable care and skill. Innocent misrepresentation, the third type, involves misrepresentations made without any intent to defraud, typically resulting in the contract being rescinded.

In contrast, in Pakistan, the Contract Act, 1872, Section 18, defines misrepresentation as making false statements outright, violating obligations in order to obtain an advantage, and misleading a party about the nature of the agreement. However, the distinction between innocent and fraudulent misrepresentation is not as clear as it is in the UK. Misrepresentation is generally viewed as an unintentional act of deceit, without the clear differentiation between fraudulent and innocent misrepresentation. This difference in approach reflects the varying legal traditions and interpretations of misrepresentation in the UK and Pakistan.

Remedies for misrepresentation in Anglo-Jurisprudence are more comprehensive compared to those in Pakistani jurisprudence. They include rescission, payment of damages, or indemnity. Misrepresentation makes a contract voidable, but restrictions on rescission may apply in certain cases. In contrast to the UK's comprehensive legal framework on misrepresentation, Pakistan lacks specific legislation addressing this issue. The absence of statutory provisions akin to the Misrepresentation Act 1967 poses significant challenges in cases of negligent misrepresentation in Pakistan. Without clear statutory guidance, parties to contractual agreements in Pakistan may struggle to navigate the complexities of misrepresentation claims. The absence of defined criteria for establishing liability and determining remedies can lead to uncertainty and inconsistency in judicial decisions, hindering the efficient resolution of disputes.

Furthermore, Pakistani law places significant emphasis on the concept of fraud as outlined in Section 17 of the Contract Act, 1872. This section requires a party to actively conceal a fact or make a false positive assertion. Mere silence, even if misleading, is

not generally deemed fraud unless there is a legal duty to disclose. On other hand, UK law recognizes a broader spectrum of misrepresentation. The Misrepresentation Act, 1967 categorizes misrepresentation as fraudulent, negligent, or innocent. This allows for a more nuanced approach. These differences have a significant impact on business practices and consumer protection. In Pakistan, the emphasis on proving active fraud can make it harder for victims of misleading statements to seek remedies. Businesses may be tempted to exploit this by making misleading claims as long as they avoid outright falsehoods. Consumers, in such cases, may have limited recourse.

By enacting legislation similar to the UK's Misrepresentation Act 1967, Pakistan can enhance legal clarity, promote fairness in contractual dealings, and bolster investor confidence. It is imperative for policymakers in Pakistan to recognize the urgency of addressing this issue and take proactive measures to safeguard the interests of all stakeholders involved in contractual agreements.

Implications On Business and Consumer

Fraud and misrepresentation laws play a critical role in shaping the business landscape. They act as a double-edged sword, protecting both businesses and consumers while also introducing complexities for companies to navigate. Imagine a marketplace where competitors lie about their products, services, or financial health. Trust evaporates, and fair competition becomes impossible. Fraud and misrepresentation laws act as a shield for honest businesses. They deter unscrupulous actors from exploiting others through false claims. This creates a level playing field where businesses compete based on merit,

promoting a more stable and predictable business environment.

However, these laws also place a significant burden on businesses. The constant need to ensure the accuracy of all representations adds a layer of complexity to operations. Businesses must invest in training employees, implementing robust communication protocols, and developing meticulous record-keeping practices. These compliance measures can translate into increased costs and require ongoing vigilance to avoid even unintentional misstatements. Furthermore,

The absence of distinction between innocent misrepresentation and fraudulent conduct in Pakistan can sometimes be blurry. An honest mistake can have legal repercussions if misinterpreted as a deliberate attempt to deceive. This uncertainty can be a source of anxiety and risk for businesses, especially in fast-paced environments where information changes rapidly. So, are fraud and misrepresentation laws truly business-friendly? The answer lies in striking a balance. Ideally, these laws should be clear, concise, and predictable, allowing businesses to operate with confidence. Additionally, legal frameworks should encourage open communication and provide clear guidelines for resolving disputes arising from unintentional misrepresentations.

By striking this balance, we can create a marketplace where both businesses and consumers can thrive.

While both Pakistani and UK contract law share core principles for tackling fraud and misrepresentation, the Pakistani system could benefit from adopting a broader approach. Incorporating different categories of misrepresentation, like negligence, would provide a more nuanced framework for addressing misleading statements. Additionally, exploring the possibility of

shifting the burden of proof in specific situations could incentivize businesses to be more forthcoming with information.

Ultimately, a robust legal framework that effectively discourages fraud and misrepresentation is essential for fostering a healthy and trustworthy business environment, protecting consumers, and promoting sustainable economic growth. By acknowledging the strengths of both Pakistani and UK law, Pakistan can create a more balanced and effective legal system that benefits both businesses and consumers.

Conclusion

In conclusion, while Pakistan and the UK both recognize the concept of misrepresentation, there are notable differences in their legal frameworks. The UK's Misrepresentation Act 1967 offers a structured approach with specific provisions addressing different types of misrepresentation, remedies, and legal clarity. In contrast, Pakistan's legal framework relies on common law principles and lacks specific legislation akin to the Misrepresentation Act. By advocating for the implementation of similar legislation in Pakistan, aligned with international standards, the country can enhance legal clarity, fairness, and accountability in contractual dealings. This would facilitate access to justice, promote economic growth, and strengthen investor confidence. Therefore, it is imperative for Pakistan to consider the lessons learned from the UK's legal framework and tailor its own legislation to address the complexities of modern commercial transactions.

Recommendations

Clarification of Misrepresentation: Pakistan could amend its laws to provide a clearer distinction between innocent and fraudulent misrepresentation, aligning with the UK's approach.

Enhanced Remedies: Introducing additional remedies for misrepresentation, such as specific damages or punitive measures for fraudulent misrepresentation, could strengthen the legal framework.

Consumer Protection: Implementing measures to protect consumers from misrepresentation, such as requiring clear and accurate disclosures in consumer contracts, could be beneficial.

Education and Awareness: Increasing awareness among the public and legal professionals about the differences between fraud and misrepresentation could lead to better enforcement and understanding of the law.

References

- Aftab, A. (1987). *Law of Contract and Agency in Pakistan*. Aamir and Aasim Publications.
- Ahmad J, W. (1989). *Mercantile Fire and General Insurance Co. of Pakistan Ltd. v. Messrs Imam & Imam Ltd.* In CLC 2117 [Karachi]. Retrieved from <https://www.pakistanlawsite.com/Login/MainPage>
- Alam J, M. (2003). *Civil Aviation Authority, Quaid-e-Azam International Airport, Karachi v. Aer Rainta International Pakistan (Pvt.) Ltd., Karachi.* In YLR 1523 [Karachi]. Retrieved from <https://www.pakistanlawsite.com/Login/MainPage>
- Ali, M. Y., Akram, M., & Patel, D. JJ. (1977). "Ghulam Shabbir Vs Nur Begum" In 1977 PLD 75 SC Retrieved from <https://www.pakistanlawsite.com/Login/MainPage>
- al-Taj, H., Polok, B., & Rana, A. A. (2023). Balancing Potential and Peril: The Ethical Implications of Artificial Intelligence on Human Rights. *Multicultural Education*, 9(6).
- Amr Ibn Munir. *The Doctrine of Misrepresentation under Anglo and Pakistani Jurisprudence: A Critical Exposition.* Retrieved from https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4546199
- Contract Act (1872). Section 17. Retrieved from <https://pakistancode.gov.pk/english/UY2FqaJw1-apaUY2Fqa-a50%3D-sg-jjjjjjjjjjjj>
- Contract Act (1872). Section 18. Retrieved from <https://pakistancode.gov.pk/english/UY2FqaJw1-apaUY2Fqa-a50%3D-sg-jjjjjjjjjjjj>
- Cotton, Bowen, & Fry LJJ (1885). *Edgington v Fitzmaurice*, 29 Ch D 459. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Denning, Winn, & Sachs, Justice (1969). *Doyle v Olby (Ironmongers) Ltd*, 2 QB 158. Retrieved from <https://www.casemine.com/judgement/uk/5a8ff87960d03e7f57ec1095>

-
- Dosani, D. (2021). Halsbury. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Dunedin, Atkinson, Carson, & Merrivale LJJ (1927). *Bissett v Wilkinson*, AC 177. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Fazi, H. F. S., Shaikh, M. A., & Rana, A. A. (2023). Jurisprudential Styles: Reasoning from Textual Expressions and Its Examples: A Research Review. *INKISHAF*, 3(8), 439-460.
- Harwich, Roskill, Ackner, Oliver, & Jauncey (1990). *Caparo Industries plc v Dickman*, 2 AC 605. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Keith, Goff, Browne-Wilkinson, Mustill, & Nolan (1995). *Henderson v Merrett Syndicates Ltd*, 2 AC 145. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Li, J. (2023). Critically Analysis of the Fraud Act 2006. *Academic Journal of Management and Social Sciences*, 5, 8-10. Retrieved from https://www.researchgate.net/publication/376607291_Critically_Analysis_of_the_Fraud_Act_2006/citation/download
- McKendrick, E. (2005). *Contract Law* (6th ed.). Palgrave Macmillan Law Masters.
- Misrepresentation Act (1967). Section 2(1). Retrieved from <https://www.legislation.gov.uk/ukpga/1967/7/section/2>
- Misrepresentation Act (1967). Section 2(1). Retrieved from <https://www.legislation.gov.uk/ukpga/1967/7/section/2>
- Pankhania & Anor v Hackney & Anor (2002). EWHC 2441 (Ch). Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Parker, Jenkins, & Pearce JJ (1958). *Long v Lloyd*, 2 All ER 402. Retrieved from <https://www.casemine.com/judgement/uk/5a8ff87860d03e7f57ec1081>
- Rahman, H., Ahmad, S., & Ahmad, Q. JJ. (1969). *Ahsan Ali Vs District Judge*. In 1969 PLD 167 SC . Retrieved From “Judgments On The Contract Act, 1872” by Adeel Abid.
- Rana, A. A. (2021). Admissibility of Dying Declaration as Evidence: The Case of Pakistan. *IUP Law Review*, 11(4).
- Rana, A. A. (2021). Role of Corporate Finance Law in Corporations. *International Journal of Research*, 8, 96-107.
- Rana, A. A. (2022). The right of custody of minor: A comparative study of Sharī'ah and Pakistani legal system. *International Journal of Human Rights and Constitutional Studies*, 9(4), 350-368.

Title: The Doctrine of Misrepresentation and Fraud in Pakistan.....

Author: Adeel Abid, Zainab Effendi, Zeeshan Hyder

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- Rana, A. A. (2022). The rights of the juvenile in Pakistan. *International Journal of Human Rights and Constitutional Studies*, 9(3), 246-256.
- Rana, A. A., & Siddique, H. M. (2022). The Transgender Persons (Protection of Rights) Act 2018: A Shariah appraisal of self-perceived gender identity and right of inheritance of the transgender. *Competitive Educational Research Journal (CERJ)*, 2, 77-88.
- Rana, A. A., & Zahid, R. Q. (2021). Competition law and digital technologies in Pakistan: critical analysis. *Al-KASHAF (Research Journal of Legal and Social Studies) July*, 1(2).
- Rana, A. A., & Zulfiqar, F. (2023). Role of federal shariat court in islamisation of laws in Pakistan: A case law study of leading cases. *Available at SSRN 4491926*.
- Rana, A. A., Ali, A., & Hussain, Z. (2022). Unification of Corporate Governance (CG) Model in the European Union and Brexit: An Analytical View. *Pakistan Journal of Social Research*, 4(2), 626-634.
- Rana, A. A., Gujjar, U. A., Ahmad, F. Z., & Naul, A. H. K. (2022). Admissibility and Evidentiary Value of Electronic Evidence in Criminal Cases: A Case Study of Pakistan. *JL & Soc. Pol'y*, 27.
- Rana, A. A., Hussain, B., & Hussain, Z. (2022). Legal and Social Review of Child Marriage in Pakistan: A Judicial Perspective. *Available at SSRN 4145917*.
- Rana, A. A., Tirmazi, S. M. S., Fatima, K., Din, M. A. U., Ahmad, I., & Zulfiqar, F. (2023). The Juridical Contribution of the Federal Shari'at Court (Fsc) In the Islamization of Laws in Pakistan: A Study of Leading Cases. *Al-Qanṭara*, 9(4), 91-104.
- Rana, A. A., Zulfiqar, F., & Masud, S. (2023). The Legal and Regulatory Framework for Cryptocurrency and Fintech in Pakistan: Challenges and Policy Recommendations. *UCP Journal of Law & Legal Education*, 2(1), 01-27.
- Reid, Morris, Hodson, Devlin, & Pearce (1964). *Hedley Byrne & Co Ltd v Heller & Partners Ltd*, AC 465. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>
- Sharneyford Supplies Ltd v Edge* (Lawteacher.net, May 2024). Retrieved from <https://www.lawteacher.net/cases/sharneyford-supplies-v-edge.php?vref=1>
- Sheikh, M. A., Bin Ahmed, S. M., & Rana, A. A. (2023). Economic Security in Pakistan: Indicators, Issues, Impacts and Way Forward. *Issues, Impacts and Way Forward (June 30, 2023)*.
- The Fraud Act (2006). Retrieved from <https://www.legislation.gov.uk/ukpga/2006/35/contents>
- The Fraud Act (2006). Section 1(2)(b). Retrieved from <https://www.legislation.gov.uk/ukpga/2006/35/contents>

Title: The Doctrine of Misrepresentation and Fraud in Pakistan.....

Author: Adeel Abid, Zainab Effendi, Zeeshan Hyder

The Fraud Act (2006). Section 3. Retrieved from <https://www.legislation.gov.uk/ukpga/2006/35/contents>

The Fraud Act (2006). Section 4. Retrieved from <https://www.legislation.gov.uk/ukpga/2006/35/contents>

Watson, Bramwell, FitzGerald, & Lord Herschell (1889). *Derry v Peek*, 14 App 337. Retrieved from <https://www.lexisnexis.com/en-us/case-law-research/default.page>

Zulfiqar, F. (2023). The Transgender Persons (Protection of Rights) Act, 2018: A literature Review of Prominent Literature. *Pakistan JL Analysis & Wisdom*, 2, 35.