

Validity Of Electronic Contracts as Evidence in The Settlement of Civil Disputes

Asri Hayyunniarizka Wulandari¹, Ery Agus Priyono²

^{1,2}Master of Law, Faculty of Law, Diponegoro University

ABSTRACT: The development of information technology has driven a major transformation in the business world, especially through the use of electronic contracts in digital transactions. This article examines the validity of electronic contracts in the Indonesian legal system and their strength as evidence in civil disputes. Based on Article 1320 of the Civil Code and Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), electronic contracts are considered valid if they meet the elements of agreement, legal capacity, certain objects, and lawful causes. However, there are still implementation obstacles, such as the low understanding of business actors regarding the validity of electronic signatures and the uneven distribution of digital literacy. In addition, the strength of electronic contracts as evidence is also regulated in Articles 5 and 6 of the ITE Law, which state that electronic documents and their printouts are valid evidence, as long as they can be accessed, displayed in full, their integrity is guaranteed, and can be accounted for. The use of technologies such as certified electronic signatures, timestamps, metadata, and blockchain strengthen the evidentiary value of electronic contracts. However, the lack of legal understanding and the unpreparedness of digital documentation remain challenges. This study concludes that electronic contracts have legal force and valid proof, but their success is highly dependent on the support of digital legal education, strengthening of technical regulations, and the readiness of legal infrastructure in responding to digital transformation. Collaborative efforts from all parties are needed to strengthen the legitimacy of electronic contracts in the Indonesian legal system.

KEYWORDS: electronic contracts, evidence, ITE Law, civil law, digital transactions.

I. INTRODUCTION

The rapid development of information technology in the last two decades has brought fundamental changes in the social, economic, and even legal order of life. One of the real impacts of this digital revolution is the birth of an electronic transaction system that no longer depends on physical meetings between parties, but rather simply through electronic communication media such as email, e-commerce platforms, or digital messaging applications. In this context, electronic contracts have become the main means of establishing fast, practical, and efficient business agreements.

This phenomenon shows a paradigm shift from the conventional legal system to a more adaptive digitalization of law. However, this development also gives rise to new, quite complex legal issues, especially concerning the validity of electronic contracts as evidence in resolving civil disputes.

As explained by Joko Widodo although electronic contracts have been recognized in Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), there are different views among legal practitioners regarding whether such contracts are truly legally valid and can be relied on as evidence equivalent to conventional written documents. Some parties doubt the evidentiary power of electronic contracts due to the absence of conventional signatures and stamps, as well as the challenge of validating the authenticity of the parties making the contract (Joko Widodo, 2021).

Furthermore, in other study explained that electronic contracts, if they meet the provisions of Article 1320 of the Civil Code and the principles in the ITE Law such as the principles of legal certainty, benefit, prudence, and good faith, should be considered valid and binding. However, in practice, there are still many business actors and the public who do not understand the mechanism of electronic contracts and doubt their validity compared to written contracts. In addition, there are still frequent cases of fraud or default in digital transactions that cause losses to one of the parties, but are difficult to prove due to the lack of conventional documentation commonly used in legal evidence (Paul Hans Kakisina, 2023).

In reality, the use of electronic documents as evidence still faces technical and legal challenges. Not all parties use certified electronic signatures, and not all e-commerce platforms provide adequate authentication systems to ensure the validity of transactions. In fact, in civil disputes, evidence is a central element that determines court decisions.

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Moreover, the lack of legal literacy in the digital domain has created uncertainty for both consumers and business actors in navigating online agreements. This condition not only weakens trust in digital transactions but also hampers the effectiveness of legal enforcement in cyberspace. While legal instruments such as the ITE Law have laid a foundational framework, there remains a significant gap in public understanding and institutional readiness to implement and enforce these regulations in a consistent and equitable manner.

The urgency to address these gaps becomes more pressing in the face of the increasing number of digital business activities, particularly those involving cross-border transactions, micro, small, and medium enterprises (MSMEs), and emerging technologies like blockchain and smart contracts. These developments challenge conventional notions of contract formation and evidentiary standards, requiring the legal system to evolve accordingly. Without robust legal adaptation, Indonesia risks falling behind in protecting its citizens and businesses in the digital economy.

Based on this background, it is necessary to conduct an in-depth study of the validity of electronic contracts from the perspective of positive Indonesian law, especially in relation to evidence in civil disputes. This study is important to provide legal clarity, increase legal protection for parties in digital transactions, and encourage the application of progressive legal technology amidst the flow of global digitalization.

II. PROBLEM STATEMENT

Based on the above description, 2 (two) main problems can be drawn that will be discussed in this paper:

1. What is the validity of electronic contracts in business agreements according to Law Number 11 of 2008 concerning Electronic Information and Transactions and the Civil Code?
2. How strong is the evidence of electronic contracts as valid evidence in the event of a dispute in a digital business transaction?

III. RESEARCH METHOD

In this study, based on problems above the author aims to explore these issues based on Scientific research to solve social problems often involves a scientific approach, such as using the normative juridical method. This method focuses on analyzing the law by internally examining legal norms as the object of research (Jonaedi, 2018). The normative juridical method is used to provide legal argumentation when there is ambiguity, uncertainty, or normative problems. Another explanation states that this method plays a role in maintaining a critical perspective of law-based science as a discipline that has normative or unique characteristics. This method approach utilizes two types of legal sources: primary and secondary. Primary legal materials include all written rules enacted by the state, such as articles or laws. On the other hand, secondary legal materials used in this research include book literature, articles, opinions, and research made by legal experts. normative juridical method utilizes various legal sources, both primary and secondary, to support the analysis and argumentation in the research. Primary legal sources provide a strong legal foundation, while secondary legal sources provide additional contributions in the form of thoughts and views from legal experts as well as the results of related research.

IV. RESULT AND DISCUSSION

Electronic contracts have become an inseparable part of the modern transaction system that is increasingly developing in the current digital era. In the context of Indonesian law, the validity of electronic contracts and their power as evidence in resolving civil disputes are very relevant to study, especially because of the increasingly widespread use of electronic systems in commercial transactions.

A. Validity of Electronic Contracts in Business Agreements According to Law Number 11 of 2008 and the Civil Code

The validity of a contract in the Indonesian legal system refers to the provisions contained in Article 1320 of the Civil Code (KUH Perdata), which is the general basis for assessing whether an agreement is valid or not. This provision explains that there are four main elements that must be met so that a contract can be considered legally valid (Hanafiah & Apriani, 2021). These four elements include: (1) agreement of the parties, namely the existence of free agreement and not under pressure, coercion, or error; (2) legal capacity, namely that the parties making the agreement must be adults, of sound mind, and not in a condition that limits their legal capacity; (3) the existence of a certain object, which means that the thing agreed upon must be clear, identifiable, and legally accountable; and (4) a lawful cause, which means that the purpose of the contract must not be contrary to law, morality, or public order (Wibowo et al., 2021).

It is important to note that there is no explicit provision in the Civil Code stating that an agreement must be made in writing in physical form or must be made directly through a face-to-face meeting. This opens up great opportunities for the development of modern forms of agreements, including digital or electronic-based agreements (Naiborhu et al., 2021). Therefore, electronic contracts made through electronic systems, such as the internet or other information technology-based applications, can still fulfill the elements of a valid agreement as regulated in the Civil Code, as long as the parties entering into the agreement have an agreement, capacity, a clear object of the agreement, and objectives that do not conflict with legal norms.

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Furthermore, the validity of the electronic contract is strengthened by Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE). Article 1 number 17 of the ITE Law states that what is meant by an electronic contract is "an agreement between the parties made through an electronic system." This phrase provides explicit recognition of agreements that are not made physically, but are formed through an electronic-based system, including communication via email, digital forms, e-commerce applications, and other online platforms commonly used in modern trade activities (Winfernando & Kamil, 2023). In this context, the electronic system becomes a legitimate means to convey the will and agreement of the parties as required by civil law.

The validity of electronic contracts is also further emphasized in Article 46 paragraph (1) of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, which states that electronic contracts are considered valid as long as they meet the following elements: there is an agreement between the parties, carried out by a competent legal subject, the object of the agreement can be determined, and does not violate laws and regulations, morality, or public order. This provision is a legal umbrella that comprehensively accommodates digital technology-based agreements in the national legal system (Rizki et al., 2024).

However, in practice, the implementation of electronic contracts still faces several obstacles. One of the main problems is the lack of trust of some business actors in the legal validity of electronic contracts, especially due to the absence of wet signatures or physical stamps which have so far been seen as markers of the validity of a legal document. In addition, the uneven level of digital literacy, both among the public and business actors, has exacerbated this situation. Many of them do not yet understand that a certified electronic signature has the same legal force as a manual signature, as regulated in the ITE Law and its derivative regulations.

Furthermore, the low level of understanding of digital authentication mechanisms and identity verification is also a barrier to the recognition of electronic contracts as a reliable legal instrument. Many users of digital transaction systems are not yet accustomed to using digital security systems such as two-factor authentication, encryption, and digital certificates to strengthen the integrity and authenticity of the agreements made.

Therefore, more massive legal outreach and digital education efforts are needed for the public and business actors so that they understand that electronic contracts are no less strong than conventional contracts as long as they are made by fulfilling the requirements of a valid agreement according to law. The government, law enforcement agencies, and related agencies need to play an active role in socializing regulations related to electronic transactions, as well as encouraging the use of legal technology that can increase public trust in the digital contract system in Indonesia.

B. The Evidential Power of Electronic Contracts as Evidence in Digital Transaction Disputes

The next problem that is the focus of this study is regarding the strength of electronic contracts as evidence in resolving civil disputes. This is very crucial considering that the shift in the transaction system from conventional to digital not only requires legal certainty regarding the validity of the agreement, but also requires a guarantee that the agreement can be legally proven in the face of the law if a dispute occurs between the parties (Amajihono, 2022).

In the context of Indonesian civil procedure law, valid evidence has been regulated in Article 164 HIR and Article 284 RBg, which includes five types of evidence, namely: written evidence, witnesses, allegations, confessions, and oaths. In previous legal practices, written evidence was defined as a physical document such as an agreement signed by the parties and stamped. However, with the development of information and communication technology, there has been an expansion of the meaning of "written evidence" which is no longer limited to paper form, but also in the form of electronic information or documents (Tarigan et al., 2016).

This development is accommodated by Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), specifically in Article 5 paragraph (1) which states that "electronic information and/or electronic documents and/or printouts thereof constitute valid legal evidence." This provision provides a firm legal basis that digital documents—including electronic contracts—can be accepted and used as valid evidence in court, as long as their authenticity can be proven legally.

However, in order to be equal to written documents as referred to in classical civil regulations, Article 6 of the ITE Law regulates additional requirements, namely that the electronic document must be re-accessible, can be displayed in its entirety, its integrity is guaranteed, and can be legally accounted for (). Integrity here includes that the contents of the document have not changed since it was first created and agreed upon, and its origin and traces of changes can be verified through a reliable digital audit system.

One of the central aspects in proving the authenticity of an electronic contract is the use of an electronic signature. Article 11 of the ITE Law explains that a valid electronic signature is a signature that can identify who signed the document and show their agreement to the contents of the agreement (Irianti et al., 2024). In this case, a certified electronic signature, issued by an official Electronic Certification Provider (Certificate Authority/CA) recognized by the government, has an important role in ensuring that the contract is actually signed by the authorized party.

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Technological support for digital data validation also further strengthens the position of electronic contracts as reliable evidence. Various verification systems, such as the use of timestamps, document metadata (which stores technical information about documents), data encryption, to the application of blockchain technology in smart contracts, have provided technical assurance that the contents of the contract cannot be changed arbitrarily and the creation process can be traced (Putri et al., 2024).

However, in its implementation, electronic contracts as legal evidence still face a number of obstacles (Rachmat, 2023). Some of the most common obstacles found include:

- Not all business actors use certified electronic signatures, so the digital contracts they create are vulnerable to doubts about their validity;\n
- Unpreparedness of digital documentation, where business actors do not store contracts in a format that meets legal standards and do not have an organized transaction recording system;
- Low levels of digital literacy, both among business actors and law enforcement officers, have led to unpreparedness in reading, assessing and processing electronic documents as valid evidence in court.

Despite these obstacles, developments in legal practice show that jurisprudence in Indonesia is beginning to recognize and accept electronic contracts as strong evidence. In several civil case decisions related to e-commerce, fintech, and other digital-based services, the courts have accepted electronic documents (such as digital transaction evidence, confirmation emails, and platform activity logs) as valid legal evidence, as long as the evidence meets the requirements of integrity and authentication (Putri, 2024).

Thus, electronic contracts are not only valid under Indonesian positive law, but also have solid evidentiary power if they are prepared, stored, and managed professionally. In order for the position of electronic contracts to be increasingly solid in the legal evidence system, there needs to be synchronization between technological developments and the legal evidence system, improvement of digital security infrastructure, and training for judges, advocates, and other legal officials on how to read and assess the validity of electronic evidence in the judicial process.

V. CONCLUSIONS

In the increasingly advanced digital era, electronic contracts have become an important element in supporting modern business transactions. The validity and strength of its proof in the Indonesian legal system are two crucial aspects that are interrelated and determine the effectiveness of the implementation of electronic contracts in practice. Based on the provisions of Article 1320 of the Civil Code, electronic contracts are recognized as valid as long as they meet the general elements of an agreement, namely agreement of the parties, legal capacity, certain objects, and lawful causes. The absence of a requirement for a physical form or face-to-face meeting makes electronic contracts relevant and legal in the context of national civil law.

Explicit recognition of electronic contracts is also strengthened through Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), specifically Article 1 number 17 and Article 46 paragraph (1) of PP Number 71 of 2019, which states that contracts made through an electronic system are legally valid. However, implementation in the field still encounters obstacles, such as low understanding of business actors regarding certified electronic signatures, and concerns over the absence of wet signatures or physical stamps.

On the other hand, the power of electronic contracts as legal evidence has been guaranteed through Articles 5 and 6 of the ITE Law. Electronic information and documents, including printouts, are recognized as valid evidence as long as they meet the requirements of being accessible, displayed, guaranteed to be intact, and accountable. Digital technologies such as electronic signatures, timestamps, metadata, and blockchain further strengthen the evidentiary value of electronic contracts in court forums. However, challenges remain, including the unpreparedness of digital documentation, low digital literacy, and the suboptimal legal system in receiving and evaluating electronic evidence in its entirety.

Considering both aspects, it can be concluded that electronic contracts have a strong legal basis and valid evidentiary force in resolving civil disputes in Indonesia. However, to ensure its success as an effective legal instrument, full support is needed in the form of digital legal education, improving technical regulations, and strengthening the infrastructure and capacity of law enforcement officers. Collective efforts from all parties—including the government, business actors, and the community—will be key to expanding the acceptance and effectiveness of electronic contracts in the current and future era of digital transformation.

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