

Transforming Civil Procedural Law in the Digital Era: Evidence, Contracts, and Legal Certainty

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Abstract

This study examines the transformation of Indonesian civil procedural law in responding to the growing use of electronic contracts and digital evidence in the era of electronic commerce. Although electronic contracts have been formally recognized under Law Number 11 of 2008 on Electronic Information and Transactions and its amendment, Law Number 19 of 2016, their application in civil dispute resolution continues to raise legal uncertainty, particularly in relation to evidentiary standards. This research employs a normative juridical method using statutory, conceptual, and analytical approaches to analyze the conformity of electronic contracts with the requirements of contract validity under Article 1320 of the Civil Code and their position within the evidentiary system governed by Article 1866 of the Civil Code. The findings demonstrate that electronic contracts possess evidentiary value equivalent to written documents, provided that electronic information and documents are accessible, readable, verifiable, and their authenticity and integrity are ensured through lawful electronic systems, digital signatures, and digital forensic verification. Furthermore, electronic evidence is affirmed as an extension of written evidence within civil procedural law, thereby strengthening legal certainty in civil disputes arising from digital transactions. The novelty of this research lies in its confirmation that the theory of civil procedural evidence accommodates electronic contracts as legally valid proof comparable to conventional written evidence, as long as both formal and substantive legal requirements are fulfilled. Accordingly, this study underscores the urgency of harmonizing civil procedural law with technological developments to enhance legal certainty, evidentiary reliability, and justice in Indonesia's digital transaction framework.

Keywords: *Agreements; Information; Internet; Online Sales; Proof*

1. INTRODUCTION

Technological advancements seem to affect not only the interpersonal social element but also trading activities, which are currently constantly changing in terms of commodity trading as well as trading methods and procedures.¹ In general, the increasingly varied and complex needs of human life and technological advances have a significant impact on the commodities from the trade. Electronic commerce, or e-commerce, is a recent invention in this context. In this activity, the buyers and sellers do not need to meet in person; instead, they must communicate over an open, public network, such as the internet and device media. This is where electronic contracts, also known as electronic contracts.² It appears that technological advancements have an impact on trade activities, which have continuously evolved up to this point in terms of both goods traded and trading methods and procedures.

¹ Syariful Anam and Akhmad Solikin, "Dampak Kebijakan Bea Masuk Tindakan Pengamanan Terhadap Proteksi Dan Daya Saing Produk Baja Lapis Aluminium Seng," *Indonesian Treasury Review: Jurnal Perbendaharaan, Keuangan Negara Dan Kebijakan Publik* 5, no. 3 (2020): 235–53, <https://doi.org/10.33105/itrev.v5i3.202>.

² Abdul Cholik Toumahu and Reni Anggarini, "Analysis of Electronic Agreements Made by Minors in Ecommerce Transactions in The Perspective of Indonesian Positive Law," *JPHK Jurnal Penegakan Hukum Dan Keadilan* 5, no. 2 (2024): 88–94, <https://doi.org/10.18196/jphk.v5i2.19584>.

They also appear to alter human social interactions. This kind of commerce mostly involves commodities that are heavily impacted by both technical breakthroughs and the increasingly varied and complicated demands of human life. In this instance, electronic commerce, or e-commerce, is a new innovation.

An electronic transaction is basically defined as the sharing of information over an electronic communication system from a communication standpoint with the aim of carrying out certain legal actions, for instance, creating a civil partnership between two parties via an electronic contract or agreement. The word "contract" is more frequently used in commercial contexts. This is because people rarely do business carelessly, so contracts are usually made in writing. As a result, a contract can also be referred to as an agreement made in writing with binding legal force. Covenant law is a law that governs matters relating to agreements made by two or more people. The law of the agreement governs the terms, interpretation, and execution of the parties' agreement, in addition to its legality. In addition to governing the legality of an agreement reached between parties, the law of agreements also governs the agreement's ramifications, interpretation and implementation.

Article 1 of the General Provisions of Law No. 19 of 2016 about the Renewal of Law No. 11 of 2008 concerning Information and Electronic Transactions provides an explanation, number 17 that: A contract created by parties using electronic technology is known as an electronic contract.³ Digital applications and data are used in electronic contracts to replace paper. The utilization of digital data is thought to improve efficiency, particularly for businesspeople who conduct their operations online. The requirement for in-person meetings between the parties is eliminated by electronic contracts. It is thought that using digital data might boost productivity, particularly for entrepreneurs who do business online. The requirement for in-person meetings between the parties is eliminated by electronic contracts.

The Civil Code's Article 1320 outlines certain requirements that must be fulfilled in order for a contract to be deemed legitimate, including acceptable, capable, specific, and halal.⁴ However, in reality, in society, not all parties understand what is considered an agreement. The agreement needs to fulfill specific conditions in order to be deemed legitimate, under Article 1320 of the Civil Code. The fulfillment of all four requirements makes the agreement enforceable against the parties.⁵ One of the main concepts for creating agreements is the freedom of contract principle, which says that anybody can engage into an agreement that contains conditions of any kind as long as it is done lawfully, in good faith, and does not violate public order or decency.

³ UU Nomor 19 Tahun 2016 RI, "Undang-Undang Republik Indonesia Nomor 19 Tahun 2016 Tentang Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *UU No. 19 Tahun 2016*, no. 1 (2016): 1-31.

⁴ Vika Nur Senda et al., "Legal Implications of Non-Fulfillment of Subjective Conditions in Article 1320 of the Civil Code on the Validity of Agreements," *Letterlijk: Civil Law Journal* Vol. 1, No. 2 (2024): p. 2, <https://doi.org/https://doi.org/10.25134/jise.v1i2.xx>.

⁵ MS Alfarisi et al., "Penerapan Kontrak Perjanjian Kerja Di Indonesia Dalam Perspektif Kitab Undang-Undang Hukum Perdata (KUHPerdata)," *Legalitas: Jurnal Hukum* 15, no. 1 (2023): 91, <https://doi.org/10.33087/legalitas.v15i1.440>.

E-contracts are essentially the same as traditional contracts in terms of form, as specified in Civil Code Article 1320, in general, electronic contracts have complied with contract formation requirements.⁶ Simply put, electronic contracts are created over the internet, to ensure that the contracting parties do not need to meet each other during the process of making to signing the contract. Thus, the uniqueness of electronic contracts raises a number of legal questions.

The Civil Code's Article 1320 declares that when two parties to a contract collaborate and arrive to an agreement, an agreement is formed, after which they sign the contract.⁷ This indicates the validity of a conventional contract. However, in an electronic contract, both parties do not communicate with each other. So it is difficult to prove if there is a legal problem such as default. Digital signature forgery is now easy thanks to technological advances and human capabilities. Electronic contracts are a new form of variation in a business agreement, both buying and selling, and business-related matters, because electronic contracts no longer use paper but use data and digital applications that provide efficiency for companies that run their business online. Unlike conventional contracts, electronic business agreements are agreements made between individuals and individuals with groups, when parties utilize electronic means to carry out agreements and exercise their rights and duties.

Law No. 11 of 2008 regulating Information and Electronic Transactions (ITE) recognizes electronic documents, electronic information, and electronic signatures as valid forms of proof. Law No. 19 of 2016 amended it. Article 5, Paragraph 1 of the ITE Law emphasizes that electronic documents, electronic information, and their printed outputs are all acceptable forms of legal proof. This provision emphasizes that electronic contracts have legal force that is not inferior to conventional written contracts, as long as it can be demonstrated that they are genuine and honest.⁸

Despite the legal recognition of electronic contracts, there is a discrepancy between industry practice and legal standards. Many judges still use the physical contract paradigm in assessing evidence. In addition, not all business actors understand the legal aspects of digital technology, which leads to many digital agreements that do not have adequate security and legality standards. The level of legal digital literacy among MSMEs is still very low, which has an impact on the weak validity of the digital contracts they make. The judge who is reviewing a case also needs proof, and the findings of the evidence will be taken into account when making a decision. The stage of the examination at trial that is most crucial is proof. Proof seeks to establish the veracity of an event or fact presented in order to provide an

⁶ Ulfia Hasanah and Budiman Basarah, "Transaksi Online Menurut Hukum Perjanjian Dikaitkan Dengan Pelindungan Konsumen Di Indonesia," *Jurnal Rechts Vinding: Media ...* 12, no. 2 (2023): 301–17, <https://doi.org/https://dx.doi.org/10.33331/rechtsvinding.v12i2.1224>.

⁷ Ayesha Haiqa Nurlette, Sufirman Rahman, and Ahyuni Yunus, "Keabsahan Perjanjian Jual Beli Kosmetik Secara Online," *Journal of Lex Generalis (JLS 2*, no. 3 (2021): 1516–28, <https://doi.org/https://doi.org/10.52103/jlg.v2i3>.

⁸ Arya Pradipa, "Analisis Terhadap Kedudukan Alat Bukti Elektronik Dalam Pembuktian Perkara Perdata Pasca UU ITE Dan Perkembangan E-Court," *Konsensus : Jurnal Ilmu Pertahanan, Hukum Dan Ilmu Komunikasi 2*, no. 3 (2025): 191–203, <https://doi.org/https://doi.org/10.62383/konsensus.v2i3.989>.

accurate and equitable judge's ruling. The court cannot rule unless it is evident to him that the fact or event actually happened that is, that it has been shown to be true and that the parties are in a legal relationship.

The proof step of the case procedure is crucial since it allows one to determine if a lawsuit or rebuttal is accurate based on the evidence's findings.⁹ Accordingly, if the plaintiff is able to substantiate his claims in his complaint, the judge will grant the plaintiff's lawsuit, however, whether the plaintiff's or the defendant's assertions in their complaint are not supported by can prove his rebuttals in his answer or duplicate, the judge will reject the plaintiff's lawsuit. If it is related to proof in electronic transactions, in particular, a new rule pertaining to electronic document evidence was introduced with the passage of the ITE Law.

Article 5 paragraph 1 of the ITE Law states that electronic information, electronic documents, and their printed results are considered valid legal evidence. Additionally, The ITE Law's Article 5 Paragraph 2 states that electronic documents and information, along with the printed versions of those documents as stated in paragraph 1, are considered to be an extension of valid evidence and are in accordance with Indonesian procedural law. Therefore, the current procedural laws in Indonesia state that the ITE legislation has established that printed results and/or electronic documents are both legitimate forms of evidence that can be utilized as evidence prior to trial.

Previous research related to the proof of digital contracts as an attempt to find new comparisons and findings for future research on the theory of civil procedure law evidence on digital contracts in e-commerce. Research conducted by Dahlan explains the binding power of electronic signatures in civil agreements.¹⁰ Then, according to Nugraha's study, electronic contract agreements are agreements reached by the parties using electronic systems, and e-commerce transactions can be supported by both electronic and paper signatures.¹¹ Furthermore, Law No. 11 of 2008 on Electronic Information and Transactions, according to Kakisina, provides a solid legal foundation for electronic contracts in one commercial arrangement.¹²

This differs from the three previous studies that will be conducted, where the main emphasis is on the theory of evidence in civil process law for digital e-commerce contracts, which need to comply with the criteria and legal principles of the Civil Code to sign an

⁹ Khalidah Khalidah, Arif Rahman, and Sofyan Jafar, "Kekuatan Surat Elektronik Sebagai Alat Bukti Dalam Pembuktian Perkara Perdata (Studi Atas Putusan Mahkamah Agung No. 300K/Pdt/2010)," *Jurnal Ilmiah Mahasiswa Fakultas Hukum Universitas Malikussaleh* 7, no. 4 (2025), <https://doi.org/10.29103/jimfh.v7i4.18512>.

¹⁰ Anza Ronaza Bangun and Taruna Prakarsa, "The Binding Power Of Electronic Signatures In Civil Agreements: A Comparative Study Of The Civil Code And Electronic Information And Transactions Law," *Jurnal Pranata Hukum*, 4, no. 2 (2025): 131–40, <https://doi.org/https://doi.org/10.36448/pranatahukum.v20i2.408>.

¹¹ Sigit Nurhadi Nugraha, "Cidera Janji (Wanprestasi) Dalam Perjanjian Fidusia Berdasarkan Pasal 15 Ayat (3) UU Nomor 42 Tahun 1999 Pasca Putusan Mahkamah Konstitusi Nomor: 18/PUU-XVII/2019," *Al Wasath Jurnal Ilmu Hukum* 2, no. 2 (2021): 77–92, <https://doi.org/10.47776/alwasath.v2i2.213>.

¹² Hans Kakisina, Paul, Yani Gosat, Vecky, and Nurhikmah Nachrawy, "Keabsahan Kekuatan Pembuktian Kontrak Elektronik Dalam Perjanjian Bisnis Menurut Hukum Positif Di Indonesia," *Lex Administratum* 11, no. 4 (2023): 1, <https://doi.org/10.56338/ijhess.v7i2.7218>.

agreement. This study attempts to confirm that the civil procedural law theory of proof that electronic evidence is also considered valid and can be equated with the evidentiary power of written evidence, the court must determine whether the letters or acts are authentic or not. as well as assess the existence of falsity or not in terms of proving electronic transactions, as the evidence in electronic transactions governed by the ITE Law is an extension of the evidence governed by Article 1866 of the Civil Code, as explained above.

Electronic agreements fall within the category of consensual agreements, which, regardless of their structure, are enforceable at the time of the parties' agreement. Therefore, even if it is not stated in writing in physical form, as long as the electronic contract satisfies the necessary requirements, it is still regarded as legitimate. In the context of proof, electronic proof can be considered equivalent to written proof if it is supported by authentication technology and verifiable digital signatures.

By understanding the power of proving electronic contracts, it is hoped that it can strengthen the legal position of the public in conducting digital transactions and encourage legal updates that are responsive to technological developments. Efforts to harmonize civil law and digital law are a strategic step to provide optimal legal protection and create justice in a modern and inclusive national legal system.

2. METHOD

The technique used in this study is normative juridical, meaning it is based on an examination of relevant positive legal norms, legal theories, and civil law concepts pertaining to electronic contracts. This method is employed because the research focuses on how legal laws pertaining to the evidential capacity of electronic contracts within Indonesia's civil law framework are interpreted and applied. Several normative methods support this research methodology, namely conceptual, legislative, and analytical approaches. This study, it will examine from several sources of secondary legal materials comprising three different types of legal materials: primary, secondary, and tertiary.

Data from library research on the book under study that explains primary legal documents like draft legislation, research findings, works from legal circles, and so on is referred to as secondary information. Sources of secondary data included primary, secondary, and tertiary legal sources. Law No. 19 of 2016 about the Renewal of Law No. 11 of 2008 concerning Information and Electronic Transactions and the Civil Code are two examples of fundamental legal sources that are relevant to the topics under study and have significant legal force. Legal materials are secondary legal resources obtained through report materials and other documents that have existed before and have a close relationship with the issues discussed in the research, as draft legislation, study findings, legal community publications, and so on. Tertiary legal materials, which provide explanations and support for primary and secondary legal writings, include encyclopedias.

The technique of collecting research materials uses a secondary data collection method, namely by means of literature research or literature study. In engineering, it will be carried

out to identify and inventory laws and regulations, research library materials, and other sources. Data analysis is a process to interpret or interpret data. In this study, the qualitative approach to data analysis will be employed, utilizing both primary and secondary data. namely by looking for the level of synchronization between one law and another, and must not contradict one law rule from one to the other, by interpreting legal norms and legal professionals' viewpoints to demonstrate the compatibility between electronic contracts and the evidentiary principle in civil law.

The purpose of this analytical procedure is to determine the normative barriers to establishing electronic contracts in court and evaluate their legality from the perspective of agreements. Qualitative analysis techniques were chosen because they were able to reveal the substantive meaning of the legal principles being studied. Then draw conclusions from this study deductively, specifically, inferring particular clauses from generic provisions, to the extent that these laws and regulations have a consistent functional relationship.

3. RESULTS AND DISCUSSION

3.1 Agreement as a Subjective Requirement for the Validity of the Contract

Freedom of contract is the foundation of all agreements. The ability to create covenants, in whatever form, is granted to everyone. This is the basis for freedom of contract. All agreements that are legally made can be enforced against the person who made them, as stated in Civil Code Article 1338 (1). This signifies contract freedom. In particular, Regulation No. 71 of 2019 of the Government has defined the norm for the validity of electronic contracts, namely the fulfillment of Article 46 paragraph (2) that there is an agreement, a competent or authorized legal subject, certain matters, and the transaction's goal does not contravene morality, public order, or legal requirements; Paragraph 1 of Article 47 states that electronic contracts must use Indonesian if addressed to Indonesian residents; Article 47 paragraph (2) that the requirements relating to standard clauses must be followed in the electronic contract containing them; and Article 47 paragraph (3) that the identities, purposes and specifications of the parties, electronic transaction requirements, fees and fees, and cancellation policies must all be included in the electronic contract, product return or replacement provisions, and legal options.¹³

The idea of contract freedom is suggested by the following passage from Article 1338, Paragraph 1 of the Civil Code. All legally binding agreements will be enforceable against their parties. Regarding the parties to the agreement, subjective conditions are another term for the first and second conditions. However, since the third and fourth elements relate to the purpose or conclusion of the agreement, they are known as objective conditions. Failure to meet the first and second requirements may result in the cancellation of the agreement. This implies that if one of the parties asks the court to revoke the agreed agreement, if neither party

¹³ State Secretariat, "Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions," *Legal Media* 7, no. 2 (2012): 70, file:///C:/Users/User/Downloads/PP number 71 of 2019.pdf.

objects, the agreement is considered to be in force. The agreement cannot be considered legally invalid until the third and fourth conditions are met. This shows that the agreement was originally thought to be non-existent.¹⁴

The agreement must satisfy four requirements in order for the parties to deem it legitimate and enforceable. Examining one of the agreement's legal provisions, namely the parties' agreement, it will be difficult to know whether the agreement was made by the party concerned or by another negligent person.¹⁵ If an agreement is in place, parties not only reach an agreement to implement the agreement, but also reach an agreement regarding the outcome. The obligations and rights of each party are free from coercion, dishonesty, or fraud by any party.¹⁶ The contract made is a reciprocal agreement, which is a free choice for each person to enter into or not enter into an agreement, as a result of the freedom of contract concept incorporated in Indonesian contract law. He is free to pick the legislation that is advantageous to him and to decide on the subject, substance, form, media, and conditions.

It is often mentioned that agreement is a condition for agreement in the context of the principle of consensualism. Legally enforceable agreements are made after the parties reach consensualism, based on the idea of consensualism. Electronic transactions are legitimate operations carried out using computers, computer networks, or other electronic means, as well as online, in accordance with the amendments made to Law Number 11 of 2008 about Electronic Transactions and Information (ITE) by Law Number 19 of 2016, Number 2 in Article 1. The contract or agreement is executed electronically without the presence of any parties; Instead, they only make deals through electronic media. This distinguishes an ordinary agreement from a covenant. In most cases, the parties agree to sign an agreement, either conventionally or electronically. The legal terms of an agreement are likewise established under Article 1320 of the Civil Code.

Indonesian law regulates written contracts based on the Civil Code, especially the terms under which agreements are deemed legitimate, which are governed by Article 1320, namely: the consent of the parties, the capacity to reach agreements, specific goals, and causes that do not violate the law. Written contracts have a more conventional form, but until now, they are still widely used in various business transactions and other legal relationships because of their nature, which is easy to understand and accept by all circles. The notion of contract freedom, Indonesia's legal framework for written contracts, places emphasis on the statement found in Article 1338 of the Civil Code, which states that all legally constituted agreements are

¹⁴ Alif Rahman, Nuril Ammi Nasution, Hafizah Zahwa Sitorus, "Keabsahan Suatu Perjanjian Yang Dibuat Tanpa Menyematkan Nama Pihak Yang Berjanji," *Zaaken: Journal of Civil and Business Law* 6, no. 1 (2025): 1–22, <https://doi.org/10.22437/zaaken.v6i1.38948>.

¹⁵ Jabalnur, Ruliah, and Oheo Kaimuddin Haris, "Perjanjian Di Bawah Tangan Ditinjau Dari Asas Pacta Sunt Servanda," *Halu Oleo Legal Research* 6, no. 2 (2024): 247–57, <https://doi.org/https://doi.org/10.33772/holresch.v6i2.848>.

¹⁶ Daffa Farel Gustavito, Ery Agus Priyono, and Aminah Aminah, "Analisis Kasus Wanprestasi Dalam Perjanjian Sewa-Menyewa Yang Menggunakan Mata Uang Asing Berdasarkan Undang-Undang Nomor 7 Tahun 2011 Tentang Mata Uang (Studi Kasus Putusan Nomor: 22/Pdt.G/2018/PN.JKT.PST.)," *Diponegoro Law Journal* 12, no. 1 (2023), <https://doi.org/10.14710/dlj.2023.35548>.

enforceable as laws for the parties concerned. This implies that the terms of the contract must be followed so long as they do not contravene the law, morals, or public order. However, written contracts are not free from challenges, such as the risk of loss or damage to documents, as well as limited access in remote conditions. Therefore, although the manual form remains legal and legally strong, the use of digital technology is beginning to become a practical alternative that compensates for the shortcomings of the written system.

The validity of electronic contracts that use an internet-based system in accordance with ITE Law Article 5 Paragraph 3 explains Articles 13 to 16 about the agreement's content.¹⁷ The parties sign the relevant agreement, which is executed and carried out through an electronic system. Electronic contracts also demonstrate the contractual independence guaranteed by Article 1338 of the Civil Code. Therefore, the Civil Code's Article 1320 is utilized to determine if an electronic contract complies with the law. Electronic contracts have different forms from conventional contracts. Electronic contracts are as follows: Email, or email, Reduce the size of the wrap contract, click on it, then view.¹⁸ Basically, in an electronic contract, the expression of the agreement of the parties can be made in any of the forms mentioned above.

The inclusion of a contract provision in an e-commerce agreement can serve as direct evidence that the agreement is no longer distinct from other types of agreements. The validity of e-commerce contracts is no different. The seller's e-commerce agreements and contracts must adhere to the halal cause requirements in order to comply with Article 1320 of the Civil Code. This guarantees that clients who will sign contracts are able to read and understand the terms of the agreement and assess if they are accurate and follow the correct procedure.¹⁹ The agreement must be founded on the merchant's good faith for the agreed-upon items, which must not conflict with or depart from the current regulations, in order to be considered halal. The purpose of the agreement refers to the terms that both parties have agreed upon; the content of the agreement, on the other hand, consists of the explicit declaration of the parties about the rights and responsibilities resulting from their legal relationship (agreement).²⁰

Article 1 Number 17 of the ITE Law explains how to register parties utilizing the electronic system, and Law Number 19 of 2016 deals with revisions to Law Number 11 of 2008 covering Information and Electronic Transactions. In addition, the phrase "electronic

¹⁷ Nugraha, "Cidera Janji (Wanprestasi) Dalam Perjanjian Fidusia Berdasarkan Pasal 15 Ayat (3) UU Nomor 42 Tahun 1999 Pasca Putusan Mahkamah Konstitusi Nomor: 18/PUU-XVII/2019."

¹⁸ Nabilah Luthfiah Chusnida, "Click-Wrap Agreement: Pengalihan Tanggungjawab Dalam Melindungi Konsumen," *Progresif: Jurnal Hukum* 17, no. 2 (2023): 180–204, <https://doi.org/10.33019/progresif.v17i2.4368>.

¹⁹ Rineke Sara, "Wanprestasi Pasien Terhadap General Consent Di Rumah Sakit Umum Daerah Kemayoran Jakarta Pusat Berdasarkan Undang-Undang Nomor 44 Tahun 2009 Tentang Rumah Sakit," *Constitutum Jurnal Ilmiah Hukum* 2, no. 2 (2024): 170–81, <https://doi.org/https://doi.org/10.37721/constitutum.v2i2.1482>.

²⁰ Ery Agus Priyono and Katya Nabila Saka Birauti, "Implementasi Asas Kebebasan Berkontrak Dalam Praktek Pembuatan Perjanjian Kerja Perancangan," *Law, Development and Justice Review* 5, no. 1 (2022): 24–43, <https://doi.org/10.14710/ldjr.v5i1.15003>.

system" refers to any electronic device used to collect, organize, evaluate, present, broadcast, transmit, store, and/or distribute data.²¹

Good faith is governed by Law Number 19 of 2016, which updates Law Number 11 of 2008 concerning information and electronic transactions. Electronic transactions are applicable in both public and private settings, as highlighted in Article 17, following ethical principles. During electronic transactions, both parties must be cooperative and exchange information and electronic documents.²² The parties to the agreement become subject to an electronic contract describing the electronic transaction.

When an agreement is made, the notion of good faith can affect whether the other party approves or disapproves of the agreement, each side must give accurate facts. This is also required under the ITE Law, Article 9. Good faith parties may be sued in civil court and in criminal court for fraud, whereas bad faith parties may not be able to fulfill their rights and responsibilities under electronic contracts.

Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE) has also explicitly acknowledged electronic contracts in the Indonesian legal system, Law Number 19 of 2016 subsequently updated it, and Government Regulation 71 of 2019 on the Implementation of Electronic Transactions and Systems (PP PSTE) strengthened it. If an electronic contract complies with the general agreement's requirements and is created via a trustworthy electronic technology, it is deemed genuine, trustworthy, and guarantees information integrity. Electronic signatures, whether certified or not, have the same legal force as conventional signatures and meet the authentication requirements specified in Article 11 of the ITE Law.

Electronic contracts are legal innovations in the digital era that allow parties to enter into agreements without having to meet physically. In practice, this contract is widely used in online buying and selling transactions, digital services, and application-based business cooperation. Although the practice is becoming more widespread, the aspect of the power of proof of electronic contracts in civil law is still an important issue, especially in dispute resolution. The acknowledgment of electronic contracts as valid evidence is the first step towards their adoption in the Indonesian legal system, according to Article 5, Paragraph 1 of the ITE Law. In Indonesian civil law, contract proof is closely related to the existence of written documents and signatures of the parties as a formal element of proof. However, electronic contracts that are not physical pose challenges in assessing the validity and integrity of the content of the contract.

Indonesia's Civil Code does not recognize electronic contracts as a type of agreement, which is a strange dilemma. The Civil Code's Article 1313 defines an agreement as an act in

²¹ Rio Armanda Agustian and Jeanne Darc Noviayanti Manik, "Tindak Pidana Informasi Elektronik Dalam Kerangka Hukum Positif," *Progresif: Jurnal Hukum* 16, no. 1 (2021): 92–111, <https://doi.org/10.33019/progresif.v16i1.2236>.

²² M Ndaomanu, "Status Kontrak Elektronik (e-Contract) Dan Implikasinya Terhadap Ketentuan Dalam Buku III KUHPerdata," *UNES Law Review* 6, no. 3 (2024): 7925–33, <https://doi.org/https://doi.org/10.31933/unesrev.v6i3>.

which one or more people engage with one or more other people. A formal agreement does not have any specific requirements.²³ Taking this definition into account, in order to qualify as an agreement, an electronic contract must comply with the guidelines outlined in the Civil Code, Article 1313.²⁴

ITE Law Article 18, paragraph (1) mandates that electronic contracts contain transactions that have been agreed upon by both parties.²⁵ Next, we talk about the clarity of the laws that will be applied and adhered to in this contract (choice of law), as well as when the ITE Law provides regulatory provisions. Delivery time is when information is sent to the destination address if it is not arranged separately by both parties. However, when the information enters the information system controlled by the agreee, it's called the "time of receipt" of electronic data. Electronic transactions depend on the network system; data transmission and reception may take different times. Thus, we can conclude that the time it takes to perform these two actions may be different. According to paragraph (3) of Article 8 of the ITE Law, the recipient of information is also obliged to make efforts to supervise the system to find out whether the electronic system is accepted or not.²⁶

In common law, the formation of an agreement requires the fulfillment of 4 conditions, namely: 1. The parties' agreement to bind themselves, includes: a. The presence of the offeror's offer as the initial party; b. The offer being presented to the offeree in their capacity as chairman; c. The second party's acceptance of the offer after indicating that it agrees with the conditions of the offer; d. The first party receives a delivery of acceptance from the second party. 2. Consideration (something of value) exchanged between the parties; 3. Ability to make agreements; 4. A Halal Subject.²⁷

Electronic contracts or other contractual agreements can serve as the basis for electronic transactions as a means of agreement between the parties. A selling and purchase agreement or electronic contract via the internet (e-commerce) is considered valid if: The parties have reached a consensus. Executed by a qualified legal professional or someone with the authority to speak on behalf of the law's provisions. Certain things and the purpose of the transaction must not be in opposition to laws, morality, or public order.²⁸

²³ Fakhur David, "Analisis Keabsahan Kontrak Elektronik Dalam Transaksi E-Commerce : Persyaratan Hukum Dan Implementasi Dalam Era Digital Indonesia," *Postuat Journal of Law* 02, no. 02 (2024): 97–102, <https://doi.org/https://doi.org/10.37010/postulat.v2i2.1710>.

²⁴ Helena Primadianti Sulistyningrum, "E-Contract Consensus in Indonesian Contract Law," *Batulis Civil Law Review* 5, no. 2 (2024): 89, <https://doi.org/10.47268/ballrev.v5i2.1930>.

²⁵ Moh Alfian Baetoni et al., "Validitas Kepastian Hukum Kontrak Elektronik Dan Kontrak Manual," *Parlementer: Jurnal Studi Hukum Dan Administrasi Publik* 2, no. 2 (2025): 251–59, <https://doi.org/Parlementer: Jurnal Studi Hukum dan Administrasi Publik>.

²⁶ Komisi Yudisial RI, *Potret Penegakan Etika Dan Hukum Di Masa Pandemi*, 2022, https://komisiyudisial.go.id/storage/assets/uploads/files/LZJ5AuAm_Buku-Bunga-Rampai-KY-2022-.pdf.

²⁷ Jumadih Ramziati, Sulaiman, *Kontrak Bisnis Dalam Dinamika Teoritis Dan Praktis*, Cetakan Pe (Lhokseumawe: Unimal Press, 2019), <https://repository.unimal.ac.id/4887/1/%5BRamziati%5D%20Kontrak%20Bisnis.pdf>.

²⁸ Mina Rabiatul Asiyah et al., "Implementasi Hukum Perikatan Dalam Transaksi E-Commerce Di Indonesia," *Jurnal Hukum Perdata* 1, no. 2 (2024): 7, <https://doi.org/https://doi.org/10.25134/jise.v1i2.xx>.

The basic terms and conditions that users must know as part of the agreement are decided by the e-commerce party. Businesses or e-commerce parties can save money, time, and energy by making deals unilaterally. The provisions of standard agreements and/or the inclusion of standard clauses in contracts or agreements made by corporate entities are likewise subject to the provisions of Law Number 8 of 1999 for Consumer Protection. Any rules, clauses, or demands that are unilaterally set by in an agreement or contract, the business actor are legally obligatory and must be complied with by the consumer, in accordance with Article 1 Point 10, provided that the agreement or standard clause does not cause the customer undue hardship or violate Article 18 of the Consumer Protection Law mentioned above.

3.2 Evidence of Civil Procedure Law on Digital Contracts in E-Commerce

In civil cases, is governed by 164 HIR/284 RBg and Civil Code Article 1866, there are unique problems with evidence during the courtroom trial process. Evidence that is not specifically included in procedural law practice is not admissible or invalid as evidence, based on confirmation of the type of evidence permitted under the law of civil procedure. Given that the traffic of civil relations, including contracts and buying and selling, is largely conducted through electronic media (the internet), this will undoubtedly generate serious problems. The existence of new evidence in civil procedural legislation and other forms of evidence is not well supported by available data, because the climate of legal ambiguity will result from the ever evolving pattern of civil relations between communities. The researcher intends that legal ambiguity includes electronic evidence that is not admissible in its entirety during the proof of a civil case. In court proceedings, legal certainty is a crucial component of the law enforcement process because it protects people's rights and works to stop vigilante behavior.

In addition to legal clarity, only codified laws governing electronic evidence can recognize its place outside the limited regulatory framework. The implementation of the regulation will be influenced by its institutional presence, which means that non-compliance will result in consequences. Law Number 11 of 2008 concerning Transactions and Electronic Information aims to modernize the law in response to the expanding online marketplace. The purpose of information technology and electronic transactions, according to lawmakers, is to provide users and operators with a sense of security, justice, and legal certainty.²⁹ From a legal perspective, using electronic transactions and information (ITE) provides an understanding that there is a need to ensure that the person conducting electronic transactions has justice and legal security.

The purpose of the law is to guarantee that electronic evidence used in court satisfies the same standards of integrity and validity as traditional physical evidence. There are several legal principles that need to be considered in regulating the legality of the use of electronic

²⁹ Loso Judijanto and Hendri Khuan, "Juridical Analysis of Law Number 11 of 2008 on Electronic Information and Transactions (ITE) and Its Impact on Creative Economy Development in Indonesia," *West Science Law and Human Rights* 2, no. 04 (2024): 404–11, <https://doi.org/10.58812/wslhr.v2i04.1366>.

evidence in civil procedure law:³⁰ Authentication: Electronic evidence must be authenticated to ensure the identity of the sender and recipient of the evidence. Authentication methods, such as digital signatures and electronic timestamps, are used to verify the authenticity and integrity of electronic evidence. Integrity: It's critical to make sure that digital evidence is not subject to unauthorized alteration or manipulation during the process of collection, storage, and presentation in court. Encryption technology and security protocols are used to maintain the integrity of electronic evidence. Authenticity: Electronic evidence must be able to be considered genuine and not falsified. Verification of authenticity can be done through metadata analysis, identification of encryption algorithms used, or with the help of computer forensic experts.

The application of electronic evidence in civil procedural law is a significant legal breakthrough that enables parties to civil disputes to benefit from information technology advancements. However, maintaining the integrity, validity, and fairness of the judicial system requires careful consideration of whether using electronic evidence is legal. Regulation of the use of electronic evidence is also significantly influenced by technological advancements. For example, the confidentiality and integrity of electronic evidence sent via communication networks are protected by encryption technology and security procedures.

In responding to the challenges and advantages of using electronic evidence, it is important for the legal system to continue to develop appropriate regulations, strengthen information technology security, and provide clear guidelines for parties involved in the civil procedure legal process. Thus, the use of electronic evidence can make a positive contribution to the resolution of civil disputes in an efficient, reliable, and fair manner.

It is possible to connect terms such as "justice" and "legal certainty" in this regard. Complete legal protection in traffic civil relations is not possible through justice and clarity of law.³¹ Given that contemporary civil relations traffic involves computerized transactions, it is possible that it can occur all over the world, and cross national and international borders, so jurisdictions that do not have legal protections for electronic transactions have different jurisdictions when disputes arise.

Evidentiary procedures are crucial in both criminal and civil situations, so that knowing the existence and location of electronic evidence can provide legal protection and security for each party. Documents and/or electronic data can be accepted as admissible evidence in court, in compliance with Law Number 11 of 2008's Article 5 Paragraph 1 on Digital Data and Transactions (ITE). In line with paragraph 2 of Article 5, Electronic Information, the printed

³⁰ Syaiful Bahri and Miftahul Munir, "Recognition of Electronic Signatures in Proving Civil Procedure Law in Indonesia," *International Journal of Law, Crime and Justice* 1, no. 3 (2024): 63–81, <https://doi.org/https://doi.org/10.62951/ijlcj.v1i3.131>.

³¹ Ahmad Farhan Nindya Praja & Rifandy Ritonga, "Urgensi Perlindungan Hukum Terhadap Para Pihak Dalam Sengketa Wanprestasi Jual Beli Tanah (Tinjauan Terhadap Putusan Nomor: 222/Pdt.G/2024/PN Tjk)," *Ahkam Jurnal Hukum Islam Dan Humaniora* 4, no. September 2025 (2025): 964–78, <https://doi.org/https://doi.org/10.58578/ahkam.v4i3.6955>.

results and/or electronic documents referred to in paragraph 1 are utilized to substantiate valid evidence in accordance with Indonesia's relevant procedural laws and regulations.

Under the law of civil procedure, a deed signed by or in front of a designated authority is considered authentic. The previous opinion, which stated that emails, or e-mails, can be considered official evidence, because e-mails are legally considered electronic messages and can be used as evidence in civil actions during a trial.³²

There are concerns over the receipt of legal evidence in civil proceedings and whether emails or electronic emails may be used as proof in accordance with 2008's Law No. 11, which handles information and transactions via electronic means. Law Number 11 of 2008 on Electronic Transactions and Information (ITE), Electronic Information 182, acknowledges printed results and/or electronic records as valid types of evidence, as stated in paragraph 1 of Article 5. The first paragraph of Article 1 basic guideline, is that when it comes to electronic messages, also known as emails, electronic mail can be used as evidence in court since it complies with the definition of electronic information.

Evidence and information in electronic format, or Article 5 paragraph 2 of the applicable Indonesian laws and regulations states that printed findings constitute an expansion of acceptable evidence, as stated in paragraph (1). Article 5, paragraph (2) permits the use of electronic data and/or recordings as evidence in court.³³ ITE Law Number 11 Article 5 Paragraph 2 of 2008, which relates to information and transactions using electronic means, states that it is legal to use electronic evidence. Electronic materials, printed results, Paragraph (1) represents the electronic information and/or information stated in the creation of legitimate evidence in line with the applicable Indonesian procedural legislation.

Furthermore, the Civil Code's provisions are referred to as such in Articles 1865 through 1945, which are still used by the Indonesian civil law evidentiary system to this day. The provisions in the *Herzine Indonesische Reglement (HIR)* concerning the Bumi Putera group for Articles 162 to 165 control the areas of Madura and Java. Articles 167, 169 to 177, and in the *Rechtreglement Voor de Buitengewasten (RBg)* concerning the Bumi Putra group.

In civil procedure law, judges are only allowed to base their conclusions on legally established evidence, according to the HIR system. Evidence can be oral, documentary, or material, according to Sudikno Mertokusumo.³⁴ Words spoken by a person at a trial are considered oral evidence. Documentary evidence includes written or oral evidence. Documents and products are examples of material evidence. The Civil Code's Article 1866 governs how evidence is used. By virtue of Article 1866 of the Civil Code and Article 284 R.Bg, one type of proof or evidence (*bewijsmiddel*) is confession, in particular: oaths, written evidence, witness statements, suspicions, and confessions. Every piece of evidence, of course,

³² Aloysia Gesya Violiandari and Harjono Harjono, "Kekuatan Pembuktian E-Mail Sebagai Digital Evidence Menurut UU ITE," *Verstek* 12, no. 3 (2024): 21–0, <https://doi.org/https://dx.doi.org/10.20961/jv.v12i3.84116>.

³³ Atang Suryana and Marius Suprianto Sakmaf, "Can Electronic Evidence Constitute Sufficient Grounds for Criminal Liability?," *Jurnal Ilmu Hukum Kyadiren* 7, no. 1 (2025): 587–601, <https://doi.org/10.46924/jihk.v7i1.323>.

³⁴ Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia*, Ed. revisi (Yogyakarta: Cahaya Atma Pustaka, 2013).

must be subject to the rules of evidentiary law, which is an important part and inseparable from the civil procedure law. Proof is something that is conveyed by the party to the evidentiary event at trial to justify/support the postulate about the occurrence of an event, and or about the existence of a right.

The development of contemporary digital proof theory cannot be separated from the foundations laid by previous legal experts, including Sudikno Mertokusumo, M. Yahya Harahap, and Andi Hamzah. Although their work discusses evidentiary systems based on conventional procedural law, the fundamentals they impart offer a crucial starting point for comprehending the difficulties and adjustments needed while working with digital evidence. Sudikno Mertokusumo explained that oaths, letters, witnesses, suspicions, and confessions are all considered forms of evidence in civil law. The theory of proof is closely tied to the formalities and procedures regulated in the civil procedure law. Relevance to digital evidence: Challenge: Digital evidence, such as email or online messages, seldom satisfies the formality requirements of letters as written evidence. Connection: Nevertheless, the essence of conjecture (proof based on the conclusion of an event) and witness (which can corroborate the existence of digital evidence) remains relevant. Digital evidence can be the basis for the judge's suspicion to form a belief.³⁵

M. Yahya Harahap outlined a criminal evidentiary system that binds judges to proof that satisfies legal requirements (based on positive legal analysis). The judge's conviction must be formed through valid evidence, including expert testimony, witness testimonies, correspondence, instructions, the defendant's statement, and information pertaining to digital evidence. Challenge: There is a legal gap since the Criminal Procedure Code does not specifically include digital evidence as one of the permitted forms of evidence. Connection: Nonetheless, contemporary law in Indonesia (through the ITE Law) addresses this problem by broadening the definition of evidence. Electronic papers or information might be regarded as valid proof. The evidentiary power of digital evidence (e.g., digital recordings or social media prints) requires additional legitimacy to convince a judge.³⁶

Andi Hamzah explained that the positive proof system relies on legal evidence. He emphasized that proof must convince the judge by using evidence regulated by law. Relevance to digital evidence: Challenges: Digital evidence (such as video recordings or communication logs) often requires complex interpretation and validation in order to be accepted as valid evidence, and cannot be directly justified through positive proof theory alone. Connection: The concept of electronic evidentiary reliability demands proof of more than just physical existence. The integrity, authenticity, and chain of custody of digital

³⁵ Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia*, Ed. revisi (Yogyakarta: Cahaya Atma Pustaka, 2013), <https://opac.perpusnas.go.id/DetailOpac.aspx?id=1031569>.

³⁶ M. Yahya Harahap, *Hukum Acara Perdata : Tentang Gugatan, Persidangan, Pembuktian, Dan Putusan Pengadilan*, Ed. 2, Cet (Jakarta: Sinar Grafika, 2019).

evidence must be maintained through a rigorous digital forensic process to meet standards of reliability acceptable to judges.³⁷

The fundamental difference between the understanding of theory according to Sudikno Mertokusumo & Yahya Harahap, & Andi Hamzah, and contemporary digital proof theory is as follows: Aspects of legal sources. Focus on conventional evidence that is physical or direct, such as letters, witnesses, and confessions. According to the Contemporary Digital Proof Theory; Includes electronic information and digital documents, such as emails, server logs, digital records, and forensic data from electronic devices. Integrity of evidence.³⁸ The integrity of physical evidence can be visually checked, for example, the authenticity of the signature or the physical state of the document. According to the Contemporary Digital Proof Theory; The integrity of digital evidence (authenticity, integrity, and chain of custody) requires a dedicated digital forensic process, which safeguards evidence from manipulation and ensures its legitimacy. Legal legitimacy. The Criminal Procedure Code and its provisions serve as the foundation for the credibility of evidence. The ITE Law (particularly Article 5) increased the credibility of evidence, which recognized electronic evidence as valid evidence. Proof process. Relying on the conventional process in the trial, with witnesses and experts presented physically. According to the Contemporary Digital Proof Theory; Relying on digital forensics to collect, analyze, and present digital evidence. This process requires a specific methodology to maintain the reliability of the data.

As one of the evidences cited in Civil Code Article 1866 and Article 284 R.Bg, ideally the confession must also meet the elements of the concept or must have the above three characteristics cumulatively to be called/qualified as evidence and indeed, in certain cases, the elements in the above concept or three characteristics of evidence can be fulfilled cumulatively so that the existence of a confession as evidence is appropriate.³⁹ But not in all cases, since in certain cases the three elements in the concepts and characteristics mentioned above are one, two and or or perhaps all three are not fulfilled at all, for example in the event of answer and answer, replica duplicate, it is common for one party to recognize the postulate of the lawsuit of the other party, either a pure acknowledgment or a clause acknowledgement. The admission here is to answer the postulate of the lawsuit, not in the context of the submission of evidence nor at the evidentiary event.

Whether in criminal or civil court, the evidentiary process is an important stage because the defendant can be found guilty or acquitted by a panel of judges. The court also employs local exams (*Plaatsopneming*) and deskundigenbericht in addition to the proof specified in Civil Code Article 1866. Thus, electronic evidence must be used to prove problems arising

³⁷ Andi Hamzah, *Terminologi Hukum Pidana*, Ed.1 Cet. (Jakarta: Sinar Grafika, 2013).

³⁸ Lusya Sulastri, *Buku Ajar Hukum Acara Pidana*, Cetakan Pe (Jakarta: Jejak Pustaka, 2024), https://repository.ubharajaya.ac.id/31341/1/Buku_Ajar_Hukum_Acara_Pidana.pdf.

³⁹ Fadilla Azfa Asyifa Khansa Laily Az Zahra, Moh Fadwa Mufid Al Amjad, Syafa Nabya Maulidian, Septiani Silvia, "Relevansi Kepentingan Alat-Alat Bukti Dalam Proses Penyelesaian Hukum Perdata," *The Juris* 8, no. 1 (2024): 95–104, <https://doi.org/10.56301/juris.v8i1.1185>.

from e-commerce. When electronic evidence is used through an electronic system, it is considered valid.⁴⁰

Civil Procedure Regulation article 163 HIR/283 RBg/1865, increases the foundation for legal actions or disagreements based on electronic records and data under the Civil Code, which can be the subject of disputes, as described in article 7. Article 7's formulation bases disagreements on data and/or electronic documents, which is one of the ways the state uses the law to protect parties involved in civil transactions in the era of globalization.⁴¹

In material law, electronic evidence regulated by the ITE Law is evidence. However, formal law (event) does not regulate electronic evidence, but evidence can be used during the process of explaining events. The change from the closed evidence system to the open evidence system in civil procedure law is the cause, where any type of evidence can be used, but the judge remains responsible for evaluating and evaluating the evidence of the parties, unless a different law stipulates otherwise.⁴²

In its general explanation, the need to understand the evidentiary value of electronic documents comparable to those made on paper is emphasized by Law No. 11 of 2008, which regulates electronic transactions and information (ITE). It is also important to understand how the evidentiary power of written evidence, or letters, is defined under the Civil Code. Given that electronic documents and information can be printed to resemble paper documents or converted to a different format, it is quite possible to prove that a clearly recognized electronic document comparable to a paper document can be done.

Civil procedure law considers documents made on paper as written evidence. Written testimony is one of the most important forms of evidence in civil cases. Deed-related letters and other documents unrelated to deeds are two categories in which Sudikno Mertokusumo separates written evidence. He said that actual behavior itself is separated into two types: dishonest and genuine.⁴³

The process for confirming electronic signatures is outlined in Article 11 of the Electronic Transactions and Information Law (ITE) Number 11 of 2008; that is, only the signer is linked to the production data for the electronic signature at the moment of signing. Any changes after signing are known, the signature may be identified, and their agreement to the linked electronic information can be verified.⁴⁴ Article 11 of the ITE Law outlines six

⁴⁰ Gomgom T.P Siregar Danialsyah, Muhammad Ridwan Lubis, *Hukum Acara Perdata Teori Dan Praktek*, Cetakan Pe (Medan: CV. Sentosa Deli Mandiri, 2023), <https://repository.umnaw.ac.id/jspui/bitstream/123456789/3451/1/HukumAcaraPerdata-261223.pdf>.

⁴¹ Khairun Na'im Sitepu Karolina, Dahris Siregar, Donny Seta, *Buku Ajar Hukum Acara Perdata*, I (Medan: Hadza Media, 2023).

⁴² Ovie Sumita Putri, Lovely Dwina Dahen, and Irfan Ridha, "Tinjauan Yuridis Keabsahan Pembuktian Tanda Tangan Elektronik (Digital Signature) Dengan Menggunakan Aplikasi Privy Dalam Perjanjian Berdasarkan Kuhperdata," *Journal of Sharia and Law* 2, no. 4 (2023): 1157–82, <https://doi.org/https://doi.org/10.1234001/jsl.v2i4>.

⁴³ Mertokusumo, *Hukum Acara Perdata Indonesia*, 2013.

⁴⁴ Rizqi Robi Ali Sodikin, "Prinsip Jaminan Hukum Sebagai Jaminan Sertifikasi Tanda Tangan Elektronik," *Presidensial: Jurnal Hukum, Administrasi Negara, Dan Kebijakan Publik* 1, no. 2 (2024): 13–23, <https://doi.org/10.62383/presidensial.v1i2.30>.

requirements for electronic signatures (ITE) to have legal force and legal consequences. These clauses cover things like how the signatories relate to the data used to create the electronic signature, how the data is only used in the signatory's power of attorney throughout the process, and how to find out if the electronic signature or associated electronic information changes after the signatories have signed. In addition, signers must be identified using a certain technique, and their permission to the signed electronic material must be indicated using that same technique. Electronic signatures will have the same legal power and ramifications as wet signatures once all of these conditions are met, guaranteeing legal certainty in electronic transactions.⁴⁵

Electronic signatures and manual signatures have the same level of trust. In the formulation of article 11 above, the letter "a" indicates the data utilized to generate an electronic signature is exclusive to the signatory. It is very clear that a manual signature, with only a signer, has the same evidentiary power. Thus, the power of the signature binds the signatory personally and against the other party.

Each signature has the power to bind inside out. In such a situation, it is clear that the parties involved in the signing process are directly bound by the details of the signed agreement.⁴⁶ If the parties are involved in a signing matter, key elements of the agreement's legislation are outlined in Article 1320 of the Civil Code, provided that the agreement does not contravene the legal requirements of other agreements or miss the deadlines. This applies to contacts, for example.

An expert witness who understands and can attest to the accuracy of the electronic information put, either a digital forensic expert or a CA, the legal body that produced the signature, must back electronic signatures in order for them to fulfill the minimal standard of evidence, connected or linked to other electronic data that is utilized for authentication and verification in compliance with the law's regulations. The electronic document must therefore be able to ensure that, upon receipt by the other party, it is in the same condition as when it was created, with no modifications (integrity), that the signature genuinely originates from the manufacturer (authenticity) and cannot be revoked by the maker (non-repudiation).

Although not always widely publicized with specific judgment numbers, Indonesian judicial procedures have shown that electronic evidence is accepted, especially in the following cases:⁴⁷ Cases of disputes regarding the contents of electronic documents: If there is a dispute about the authenticity of electronic documents, such as alleged forgery, the judge will ask for additional evidence. In this case, an examination by a digital forensic expert is

⁴⁵ A H Basri, "Alat Bukti Elektronik Menurut Hukum Acara Perdata Dan Hukum Islam," *Indonesian Journal of Islamic Law* 2, no. 2 (2020): 60–67, <https://doi.org/https://doi.org/10.35719/ijil.v2i2.606>.

⁴⁶ Sabrina Oktaviani and Magister Kenotariatan, "Implementasi Smart Contract Pada Teknologi Blockchain Dalam Kaitannya Dengan Notaris Sebagai Pejabat Umum," *Jurnal Kertha Semaya* 9, no. 11 (2021): 2205–21, <https://doi.org/https://doi.org/10.24843/KS.2021.v09.i11.p18>.

⁴⁷ Husnul Khatimah et al., "Analisis Hukum Bukti Elektronik Sebagai Alat Bukti Dalam Pemeriksaan Hukum Acara Perdata," *Jispendiora: Jurnal Ilmu Sosial, Pendidikan Dan Humaniora* 5, no. 05 (2025), <https://doi.org/https://doi.org/10.56910/jispendiora.v4i1.2505>.

required to validate the document. Civil dispute cases with proof of bank transfers or conversation history: Courts often receive electronic evidence such as: a. WhatsApp emails or messages containing agreements or agreements. b. Screenshots as proof of transaction or communication. c. Proof of electronic transfer from internet banking. 2. Criminal cases that use digital evidence: In criminal cases such as defamation through social media, uploads of electronic evidence will be used by the court., recordings, or digital communication history.

The following are a few instances from the Supreme Court Decisions Directory that demonstrate the acceptance and application of electronic evidence:⁴⁸ Verdicts related to violations of the ITE Law: There are many verdicts that corroborate the prosecutor's indictment or demands based on electronic document evidence. An example is a case related to alleged criminal acts of insult or dissemination of information that violates the law. In this kind of ruling, the judge considers electronic documents (such as screenshots or recordings) to be valid evidence. Civil disputes related to electronic document forgery: Although it is not a certified electronic signature, there are cases where the court checks the authenticity of the signature. Supreme Court ruling No. 1974 K/Pdt/2001 as a basis, the judge argued that forgery of signatures must be proven through examination from forensic or criminological laboratories. This principle is also relevant in the case of fake electronic signatures, where their validity will be tested by experts.

Electronic Transactions and Information Law Number 11 of 2008 (ITE), Article 11 is explained as follows: the minimum requirement that must be met by any electronic signature is to show that the electronic signature has the power to verify. In addition, the provisions listed in article 11 provide ample opportunities for everyone to develop methods, techniques, or procedures for creating electronic signatures.

Requirements of laws and regulations on civil proof, It states that legally required deeds executed by or in front of designated public authorities are considered authentic.⁴⁹ The complete evidence that binds both parties is what gives the power of proof to the original deed. Only in cases where the original act has a formal defect does the inherent force of evidence have the same force as the cunning act. Even if the authentic act is perfect, the strength of the evidence can be diminished in the face of conflicting evidence.

Legal developments are continually being made regarding the use of electronic evidence in civil procedure law. Several countries have laws or policies that regulate the use of electronic evidence to acknowledge and make it easier for it to be used in court. Guidelines for governing the legality of the use of electronic evidence are also provided by international

⁴⁸ Nurul Fithria Syifa Ul Husna, Edi Darmawijaya, "Analisis Penetapan Hukuman Pidana Menurut Teori Pertanggungjawaban Pidana (Studi Terhadap Putusan Nomor 234/PID.SUS/2023/PT BNA)," *Jurnal Parhesia* 3, no. 1 (2025): 100–110, <https://doi.org/https://doi.org/10.29303/parhesia.v3i1>.

⁴⁹ M Holidi, "Kekuatan Pembuktian Akta Otentik Dalam Proses Peradilan Perdata Pada Pengadilan Negeri Di Yogyakarta," *Juridica: Jurnal Fakultas Hukum Universitas Gunung Rinjani* 4, no. 2 (2023): 39–48, <https://doi.org/10.46601/juridicaugr.v4i2.220>.

standards like the UNCITRAL (United Nations Commission on International Trade Law) Model on Electronic Evidence.⁵⁰

It is crucial to modify these international rules and standards so that electronic evidence may be used is recognized globally and to avoid legal doubt or uncertainty in cases involving electronic evidence across countries. The application of international standards can also help create uniformity and consistency in the application of civil procedural legislation to the use of electronic evidence.

4. CONCLUSION

Electronic contracts have gained legal recognition through the ITE Law and its derivative regulations, and offer efficiency and flexibility in digital transactions. The evidentiary power of electronic contracts is also supported by the availability of digital evidence that may be utilized in court, including electronic certifications, transaction logs, and signatures. It is confirmed that, If the papers and/or electronic data are available, readable, guaranteed to be undamaged, and accounted for, the proof of electronic evidence is also regarded as legitimate and is comparable to written evidence's power of proof. The basis for the acceptance of electronic evidence is Law Number 11 of 2008 regarding Electronic Information and Transactions and its amendments, which provide that electronic documents and/or information are valid types of legal evidence. This evidence is recognized as being comparable to written evidence in court as long as it meets certain formal and substantive standards. The novelty of this study lies in the fact that relevant laws and regulations contain provisions confirming that electronic evidence is equally valid under civil procedure law theory and can be compared to written evidence in terms of its evidentiary power. Both electronic data and/or documents are accessible and easy to read, completely intact and traceable in accordance with Article 5, paragraph (1) of Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 about Electronic Information and Transactions. This is the basis that transactions, agreements, or communications made electronically can be held accountable in court.

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⁵⁰ Wardani Rizkianti et al., "Cyber Notary Di Indonesia: Tantangan, Peluang Dan Kebutuhan Rekonstruksi Hukum," *Notaire* 8, no. 1 (2025): 123–40, <https://doi.org/10.20473/ntr.v8i1.67806>.

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