



JLPH: Journal of Law, Politic and Humanities

E-ISSN: 2962-2816
P-ISSN: 2747-1985<https://dinastires.org/JLPH> dinasti.info@gmail.com +62 811 7404 455DOI: <https://doi.org/10.38035/jlph.v6i4>
<https://creativecommons.org/licenses/by/4.0/>

Digital Evidence And Its Challenges In Indonesian Civil Law

Heru Sunardi^{1*}, Jamaludin², Moh. Asyiq Amrulloh³, Dewi Hikmayatun Ulya⁴

¹Faculty of Sharia, Mataram State Islamic University; herusunardi@uinmataram.ac.id

²Faculty of Law, Nahdlatul Ulama University, West Nusa Tenggara; jamalputra945@gmail.com

³Faculty of Sharia, Mataram State Islamic University; mohasyiq71@uinmataram.ac.id

⁴Faculty of Sharia, Mataram State Islamic University; 230205012.mhs@uinmataram.ac.id

*Corresponding Author: herusunardi@uinmataram.ac.id

Abstract: This research was conducted with the aim of finding out the legal basis, challenges and legal solutions faced in digital evidence in electronic contract disputes in Indonesia. The type of research used in this research is normative legal research using statutory and conceptual approaches. The results of this research show that: 1) The legal basis for digital proof of electronic contract disputes is regulated in the ITE Law and the Civil Code. The ITE Law is regulated in Article 1 paragraph (17) and Article 5 paragraph (1). Meanwhile, the Civil Code is regulated in Article 1320, Article 1338 and Article 1866 of the Civil Code. 2) The challenges of digital proof of electronic contract disputes include three aspects, namely: The judicial aspect (judges are still hesitant in considering authentic electronic documents as valid evidence), the technical aspect (it is difficult to guarantee the authenticity of data without special expertise), and the legal aspect (there are no formal rules in civil procedural law regarding procedures for electronic proof). The solutions that can be implemented are by strengthening the capacity and technical guidelines for law enforcement officials, strategic efforts are needed to ensure the authentication, integrity and reliability of electronic evidence presented at trial, as well as reformulating civil procedural law and harmonizing other regulations relating to electronic evidence.

Keywords: Digital Evidence, Information Technology Legal Challenges, Civil Law

INTRODUCTION

The rapid advancement of information technology has significantly transformed various aspects of human life, including the field of civil law, particularly in relation to evidence in electronic contract disputes. As digital transactions continue to grow, the legal system faces new challenges in ensuring the validity and evidentiary strength of electronic documents presented in court. Therefore, this research was conducted with the aim of identifying the legal basis, challenges, and possible legal solutions concerning digital evidence in electronic contract disputes in Indonesia. Information and technology today play a very important role in human life, this is because it can expand access to knowledge, increase efficiency in various fields, and open up new opportunities for growth and innovation (Litawati, 2023). The increasingly rapid development of technology and information makes it possible to

connect, share knowledge, and grow in various areas of life. However, advances in technology and information also have negative impacts apart from providing benefits and convenience for life.

The development of technology and information has brought significant changes in various aspects of life, including in the legal sector (Tiyas, 2025). The development of information and technology not only covers how legal institutions work, but also how society understands and carries out legal agreements. One of the big implications of this digital era is the ease of creating, storing and executing contracts electronically. Contracts that were previously made physically have now become electronic contracts (e-contracts). The use of electronic media such as email, websites and digital applications has made the agreement process between parties easier, especially in the trade and services sectors. However, this creates new challenges, especially in legal proof if a dispute occurs. In Indonesian civil law, evidence is crucial to determine the material truth and basis of the judge's decision. When electronic contracts become the object of dispute, a big question arises: can digital evidence be recognized and have the same evidentiary power as conventional evidence?

One of the responsibilities of judges in civil cases in Indonesia is to ascertain whether the legal relationship that is the basis of the lawsuit actually exists or not. To be able to win a case, the valid legal relationship that is the basis of the lawsuit must be proven and used as a legal reason in the trial. The digital era presents new legal issues that are not regulated in the Civil Code (KUHPerdata), such as Personal Data Protection, Electronic Transactions and Intellectual Property Rights in cyberspace (Wibowo, 2024). Digital transformation which continues to develop rapidly in various aspects of life requires legal regulations that are not only responsive and adaptive, but also based on an understanding of increasingly complex information technology. However, in civil law in Indonesia, until now there is still no legal instrument that comprehensively regulates new phenomena that have emerged as a result of digitalization. This is what causes the emergence of a legal vacuum in various civil matters, such as electronic contracts, personal data protection, digital transactions, and legal responsibility in digital interactions.

Information technology that continues to develop has brought major changes to the world of justice, one of which is e-Litigation which is held based on Supreme Court Regulation Number 1 of 2019 concerning Electronic Administration of Cases and Trials in Court. On the one hand, with the enactment of Law Number 1 of 2024 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as the ITE Law) has introduced and provided a legal umbrella for the use of a new type of evidence in court proceedings, namely electronic evidence (Endri, 2022).

Implementing e-Litigation is certainly a challenge for the Supreme Court institution. Currently, the administration of electronic justice through the e-Litigation application does not yet fully facilitate the stages of proceedings. In practice, what is implemented in various courts is e-Litigation, some of which include registration services, payments, summons, reading of lawsuits and answers, replicas, duplicates and electronic conclusions (Endri, 2022). Meanwhile, e-Litigation, which covers all stages of procedural law and case administration, has not yet been implemented as it should be (Sudarsono, 2019). Thus, this is what causes the use of electronic evidence in civil law to give rise to a number of difficulties, including concerns regarding its authenticity and validity. Apart from that, there is no uniform handling of digital evidence by law enforcement and special standards for handling digital evidence (Purba & Siregar, 2025).

Apart from that, advances in information and technology, especially in the field of Artificial Intelligence (AI), also have major implications for the way civil law is applied (Sukmaningsih et al., 2025). This technology offers the potential to improve the efficiency of legal systems, for example through electronic contracts. However, its implementation requires

mature regulations to prevent abuse and ensure justice for all parties. So in this case, there must be clear and firm guidelines for handling electronic evidence, especially in civil law in Indonesia.

RESEARCH METHODS

The research method used in this research is normative legal research, namely research that examines statutory regulations related to the problems being studied, especially regarding digital proof of electronic contract disputes according to civil law in Indonesia. The approaches used in this research are the statutory approach and the conceptual approach. Types and sources of legal materials, namely primary legal materials (Civil Code, ITE Law, etc.), secondary legal materials (books, journals and other scientific works on digital evidence, electronic contract disputes, etc.), tertiary legal materials (law dictionaries, English dictionaries, KBBI, etc.). In this research, techniques and tools for collecting legal materials were carried out using library studies, namely techniques for collecting legal materials by carrying out library studies on legal materials, both primary, secondary and tertiary legal materials. The analysis technique in this research is interpretive analysis of the legal materials used as the basis. In interpreting, normative juridical analysis is used which uses library materials as a source of research data.

RESULTS AND DISCUSSION

Legal basis for digital proof of electronic contract disputes in Indonesia

The law of evidence in litigation is a very complex part of the judicial process, including civil law. This problem becomes complicated because proof must be related to the ability to reconstruct events that have occurred in the past as truth (Harahap, 2017). Proof is a very crucial stage of the decision in the judicial process (Tjandra, 2011). The purpose of evidence is to show the judge certain pieces of evidence, thereby creating confidence and certainty for the judge regarding the existence of disputed legal facts, then this belief and certainty is used as the basis for the judge's considerations in formulating his decision (Endri, 2022).

The term contract in Dutch is *overeenkomst* (agreement), while electronic contracts in English are known as electronic contracts (e-contracts) (Sudarini & Dewa, 2023). So, an electronic contract or online contract is a legal relationship or an agreement/engagement whose implementation is carried out electronically, namely an agreement that is implemented and facilitated by internet access by combining telecommunication services, computer-based information systems, networking or networks (Sudarini & Dewa, 2023). Meanwhile, electronic contracts according to Law no. 1 of 2024 concerning the Second Amendment to the Law. No. 11 of 2008 concerning Information and Electronic Transactions Article 1 paragraph (17), namely an agreement between the parties made through an electronic system.

In the process of proving a case, electronic evidence that is obtained or altered in ways that are against the law must be guarded against, because it has the potential to distort the legal facts that are used as the basis for consideration of the decision. The following is the legal basis for digital proof of electronic contract disputes in Indonesia, including:

1. Law No. 1 of 2024 as the second amendment to the Law. No. 11 of 2008 concerning Information and Electronic Transactions

The definition of what is meant by an electronic contract can be seen in the provisions of Article 1 paragraph (17) which states: "an electronic contract is an agreement between the parties made through an electronic system". The juridical basis for strengthening the validity and validity of electronic documents in the Indonesian legal system can be found in Article 5 paragraph (1). This article is the key to emphasizing that digital media has an equal

position to conventional written documents, as long as they meet certain requirements determined by law. The provisions of Article paragraph (1) state:

"Electronic Information and/or Electronic Documents and/or printouts are valid legal evidence."

The provisions contained in Article 5 paragraph (1) above emphasize that digital media has an equal position to conventional written documents in the context of evidence, as long as they comply with the provisions stipulated by statutory regulations. Juridically, this reflects the state's recognition of the development of information technology, as well as providing legal certainty for electronic transaction actors in various fields, especially in the field of civil law.

Electronic contracts/electronic documents are basically writing written down in the form of an electronic system. The electronic system in question is a computer system in a broad sense, which not only includes computer hardware and software, but also includes telecommunications networks and/or electronic communication systems. Everything regarding information, documents and electronic signatures is part of a legal relationship which is then bound by an electronic contract. The validity of electronic contracts based on the ITE Law is:

a. Written form

Information must be presented in written form and be original, reliable so that it is considered legally valid.

b. There is an Agreement of the Parties

Electronic documents must be understood as a form of agreement between the parties, which is not only formulated in the form of an electronic agreement but also in the features provided such as I agree, I accept as a form of agreement/agreement (Syahrin, 2020). The ITE Law recognizes that electronic transactions contained in electronic contracts contain agreements to bind the parties. This is contained in Article 18 Paragraph (1) of the ITE Law, namely "electronic transactions that are entered into electronic contracts are binding on the parties".

c. There are Certain Things

In the provisions of Article 9 of the ITE Law, it states: "Business actors who offer products through Electronic Systems must provide complete and correct information regarding the terms of the contract, manufacturer and the products offered." In the explanation of the article, "complete and correct information" includes:

- 1) Information containing the identity and status of legal subjects and their competence, whether as producers, suppliers, organizers or intermediaries;
- 2) Other information that explains certain things that are conditions for the validity of the agreement and explains the goods and/or services offered, such as name, address and description of goods/services.

d. Electronic Signature

Electronic Signatures in the ITE Law are regulated in Article 1 paragraph (12) where electronic signatures are signatures consisting of electronic information that is attached, associated or related to other electronic information that is used as a verification and authentication tool. The provisions in Article 1 number (12) emphasize that signatures in digital systems are no longer in physical form, but are in the form of legally valid electronic data. Its function is to ensure the validity of the identity of the signing party and guarantee that the document is not changed after being signed.

e. **Electronic Contracts are Binding to the Parties**

An electronic transaction is binding on the parties involved in it (Syahrin, 2020). This means that an electronic contract is a law for the parties who make it. If one party violates the electronic contract, the other party can file a lawsuit against the party who violated the contract.

Thus, based on the description above, an electronic contract is a form of legal agreement made through an electronic system and its validity is recognized in the Indonesian legal system. Its validity is confirmed in various provisions contained in the ITE Law, starting from the definition to recognition as valid legal evidence, as long as it meets formal elements such as written form, agreement between the parties, clear objects, as well as the use of electronic signatures as a verification and authentication tool. Juridically, this shows that the law of digital proof of electronic contract disputes in Indonesia can provide legal certainty in the practice of electronic transactions.

2. Civil Code (KUHPerdara)

Theoretically, a contract, including in this case an electronic contract, is considered legally valid if it meets subjective and objective requirements. If one of the conditions cannot be fulfilled then the trade contract can be requested to be canceled (subjective conditions are not met) or it can be null and void (objective conditions are not met) (Kuspraningrum & Sambaliung, 2011). Juridically, the conditions for the validity of an agreement are contained in Article 1320 of the Civil Code (KUHPerd), where this article requires 4 (four) things for an agreement to be considered legally valid, namely:

- a. There is an agreement between the parties;
- b. Ability to carry out legal actions;
- c. There is a lawful cause; And
- d. The existence of certain objects.

Electronic contracts carried out through electronic media (e-commerce) are basically contracts that have the same basic principles as conventional contracts. As with conventional sales and purchase contracts, electronic contracts also consist of stages of offer and acceptance, entering into an agreement, and so on (Kuspraningrum & Sambaliung, 2011).

The digital era has brought about major transformations in the world of law, especially in the application of the principle of freedom of contract. The law on digital evidence of electronic contract disputes in Indonesia in relation to the principle of freedom of contract is regulated in Article 1338 of the Civil Code which states: "All agreements made legally are valid as law for those who make them."

In electronic contract disputes in Indonesia, this does not eliminate the principle of freedom of contract as regulated in Article 1338 of the Civil Code above. In electronic contract disputes, the principle of freedom of contract is one of the main pillars in civil law which emphasizes that every individual has the right to determine the content and terms of the contract they make, as long as it does not conflict with law and public order (Huberta & Fewsan, 2025).

At the trial stage in civil law, digital evidence in electronic contract disputes can be used as a form of agreement between the two parties regarding an existing contract/agreement, where the agreement on the contract creates a relationship between the parties. This is where the principle of freedom of contract contained in Article 1338 of the

Civil Code is very visible in the contracts/agreements they have agreed to. However, if in the process of proving a case, electronic evidence is obtained or altered in ways that are against the law, we must be wary of it, because it has the potential to cause ambiguity and incompleteness of the legal facts that are used as the basis for consideration of decisions (Endri, 2022). Thus, validation of electronic evidence is an absolute requirement that cannot be ignored in the evidentiary process, considering that the role of electronic evidence is very crucial in determining the truth of a decision as the final product of a case examination.

Article 1866 of the Civil Code also regulates the types of evidence in civil cases. The types of evidence include:

- a. Written evidence;
- b. Witness evidence;
- c. Estimate;
- d. Acknowledgment; And
- e. Oath.

Based on the provisions of Article 1866 of the Civil Code above in relation to digital evidence in electronic contract disputes, Article 1866 of the Civil Code which regulates types of evidence still has juridical value as a formal basis in civil cases. Even though electronic evidence is not explicitly mentioned in the article, in the context of modern law, electronic evidence can be qualified as written evidence as long as it meets the provisions in Article 5 paragraph (1) of the ITE Law which states that electronic information and/or electronic documents are valid legal evidence.

Legal challenges and solutions for digital proof of electronic contract disputes according to civil law in Indonesia

The increasing use of electronic contracts in business transactions has raised complex legal issues related to the admissibility and reliability of digital evidence in civil proceedings. This study examines the legal challenges and potential solutions concerning digital proof in electronic contract disputes under Indonesian civil law, highlighting the need for regulatory reform and stronger evidentiary standards in the digital era. Electronic evidence is said to have evidentiary value if the information contained therein is guaranteed to be intact, can be accounted for, can be accessed, and can be displayed to explain a situation (Dotulong, 2014). Evidence is carried out as an effort to convince the judge of the truth of the arguments put forward in a dispute.

The legal dynamics governing electronic contracts is still a challenge that needs to be understood in depth. Openness to the development of electronic contracts is important to accommodate the needs and dynamics of society, including aspects of the validity of proving electronic contract disputes. The basis for presenting electronic evidence at trial is the issue of the validity of electronic evidence (Togar et al., 2023). Electronic evidence must be assessed for authenticity by a judge by conducting an examination to fulfill the formal and material requirements of the electronic evidence.

Challenges in digital proof of electronic contract disputes have become an important issue along with the development of technology-based transactions. Even though the regulations recognize the validity of electronic evidence, its implementation in judicial practice still leaves various problems. Therefore, further discussion is needed to identify and analyze the challenges that arise in the digital proof process.

1. Challenges of digital proof of electronic contract disputes

- a. Judicial Aspects

From the judicial perspective, one of the main challenges in digital evidence for electronic contract disputes lies in the judge's level of confidence when assessing the authenticity and validity of electronic documents. Many judges remain hesitant to treat digital evidence as fully equivalent to traditional written evidence due to the lack of clear procedural standards and technical understanding. The acceptance and use of electronic evidence in aspects of civil justice provides challenges and opportunities for the law, especially in terms of evidence (Rum, 2025). Judges, advocates and litigants often face uncertainty in assessing electronic evidence.

In its implementation, judges still have doubts about considering electronic information or documents that are authentic and have integrity as valid evidence. To overcome this doubt, the judge should ask for the original document and verify the digital signature with an official application, then match the printout with the original. The judge can also assess whether the electronic evidence is genuine and not manipulated (Darmanti, 2024).

According to the Dutch Electronic Signature Act (DESA), electronic evidence must meet several requirements (Fakhriah, 2017). Including:

- 1) If the document can be read (understood) by the parties;
- 2) If the truth of the contents of the agreement can be guaranteed;
- 3) If the time or timing of the agreement can be determined with certainty;
- 4) If the identity of the parties can be determined with certainty.

Referring to the electronic evidence requirements above, the acceptance of electronic evidence in civil cases still faces challenges, especially in terms of the judge's confidence and legal certainty. Legal uncertainty arises because there are no standard technical and procedural standards for verifying the authenticity and integrity of electronic documents. In fact, to be considered valid, electronic evidence must fulfill the elements of legibility, guarantee of the correctness of the content, certainty of time, and clarity of the identity of the parties.

b. Technical Aspects

The use of electronic evidence in civil procedural law raises a number of difficulties, including concerns regarding its authenticity and validity. Basically, digital proof of electronic contract disputes, such as emails, instant messages and digital documents, is legally recognized as evidence that has the same evidentiary power as physical documents (Rum, 2025). However, technically, the main challenge in digital proof of electronic contract disputes is ensuring the validity, authentication and security of electronic evidence.

Article 6 of the ITE Law requires that: "Information must be in written or original form, electronic information and/or electronic documents are considered valid as long as the information contained therein can be accessed, displayed, its integrity is guaranteed, and can be accounted for so that it explains a situation. However, in practice, this verification is still difficult to implement perfectly without clear standards. Below are some of the challenges of digital proof of electronic contract disputes from a technical spec, including:

- 1) Authentication and Integrity: Electronic data is easy to duplicate and change.
- 2) Digital Forensics: Electronic documents without an Electronic Signature (TTE) can still be used as evidence in court, but their authenticity must be verified through testimony from a digital Forensics Expert. The challenge is that this process requires special skills and incurs additional costs, so it can become an obstacle in digital proof.

c. Legal Aspects

Juridically, Indonesia has recognized electronic documents as valid evidence through the ITE Law. This document can be used in legal proceedings as long as it is

created through an accessible electronic system and the content is not changed. However, there are still gaps or inconsistencies in regulations at the procedural level (procedural law). Such as: A legal vacuum where civil procedural law in Indonesia has not yet formally regulated the use of electronic evidence in trials. Even though the ITE Law recognizes it materially, there are no formal provisions regarding how to submit it and examine it in court.

2. Digital proof solutions for electronic contract disputes

To address the challenges surrounding digital evidence in electronic contract disputes, several legal and practical solutions are required. These solutions aim to strengthen the credibility, integrity, and admissibility of electronic evidence within Indonesia's civil law framework. Seeing the various challenges in digital proof of electronic contract disputes which have been previously discussed above, both from judicial, technical and legal aspects, a comprehensive solution is needed so that electronic evidence can be recognized and used effectively in the civil justice process. Below are several solutions to challenges in digital proof of electronic contract disputes. Among others:

a. Judicial Aspects

From the judicial aspect in its implementation, the challenge faced in digital proof of electronic contract disputes is that judges are still hesitant in considering electronic information or documents that are authentic and have integrity as valid evidence (Darmanti, 2024). The efforts or solutions in digital proof in electronic contract disputes include strengthening capacity and technical guidelines for law enforcement officers. Like:

- 1) Increasing the capacity of judges and advocates through regular training on information technology and the characteristics of digital evidence.
- 2) Preparation of national technical guidelines regarding standards for evaluating electronic evidence in civil cases, which refer to the principles of legibility, integrity, time certainty and the identity of the parties. This is as required by the Duch Electronic Signature Act (DESA).
- 3) Utilization of official digital tools (for example the electronic signature verification application from Kominfo). This is done to reduce the judge's doubts about the authenticity of the document.

b. Technical Aspects

The challenge of digital proof of electronic contract disputes from a technical aspect lies in the difficulty of guaranteeing the authenticity of the data without special expertise (Rum, 2025). This is because electronic evidence must be authentic and verified. Meanwhile, from a digital Forensics perspective, this requires technical competence and additional costs. In dealing with the complexity of digital evidence in electronic contract disputes from a technical aspect, strategic efforts are needed to ensure the authenticity, integrity and reliability of electronic evidence presented at trial. The solution is to standardize digital security and electronic forensics. Like:

- 1) Implementation of a standardized digital system (for example the use of electronic certificates and certified Electronic Signatures from state administrators).
- 2) Creation of a digital Audit system to facilitate authentication and tracking.
- 3) Efficient use of digital forensic experts (for example through a list of official digital forensic experts that can be accessed by the court).

c. Legal Aspects

The challenge of digital evidence from a legal aspect lies in the fact that there are no formal rules in civil procedural law regarding procedures for electronic evidence. Therefore, a normative solution is needed that is able to bridge this procedural vacuum

so that electronic evidence can be applied effectively in court. This solution can be achieved by reformulating civil procedural law and harmonizing other regulations relating to electronic evidence. This includes:

- 1) Revise civil procedural law to accommodate electronic evidence, including regulating procedures for submitting, examining and proving digital evidence in civil trials.
- 2) Synchronization between the ITE Law and civil procedural law, so that material recognition of electronic evidence in the ITE Law has formal force in judicial practice.
- 3) Preparation of Supreme Court Regulations (Perma) or Supreme Court Circular Letters (SEMA) specifically regarding procedures for handling civil cases involving digital evidence/electronic contracts. This was done as a short-term solution before the revision of the Law.

The legal challenges surrounding digital evidence in electronic contract disputes primarily arise from the absence of formal procedural regulations in Indonesia's civil law system. This regulatory gap creates uncertainty in judicial practice, particularly regarding the submission, examination, and verification of electronic evidence. To address this issue, a comprehensive normative reform is required through the revision of civil procedural law, synchronization with the ITE Law, and the issuance of specific Supreme Court regulations or circulars. These steps are essential to ensure consistency, legal certainty, and the effective application of digital evidence within the Indonesian civil justice system.

CONCLUSION

1. The legal basis for digital proof of electronic contract disputes in Indonesia is regulated in Law Number 1 of 2024 as an amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and the Civil Code (KUH Perdata). In the ITE Law, it is regulated in Article 1 paragraph (17) concerning the definition of electronic contracts and Article 5 paragraph (1) concerning electronic information/documents as valid legal evidence. Meanwhile, the Civil Code regulates Article 1320 concerning the conditions for the validity of an agreement, Article 1338 concerning the principle of freedom of contract (agreements are binding as law for the parties) and Article 1866 of the Civil Code concerning types of evidence in civil cases.
2. The legal challenges of digital proof of electronic contract disputes include three aspects, namely: The judicial aspect (judges are still hesitant in considering authentic electronic documents as valid evidence), the technical aspect (it is difficult to guarantee the authenticity of data without special expertise), and the legal aspect (there are no formal rules in civil procedural law regarding procedures for electronic proof). The solutions that can be implemented are by strengthening the capacity and technical guidelines for law enforcement officials, strategic efforts are needed to ensure the authentication, integrity and reliability of electronic evidence presented at trial, as well as reformulating civil procedural law and harmonizing other regulations relating to electronic evidence.

REFERENCES

- Afrizal Mukti Wibowo, dkk. (2024). *Perkembangan Hukum Keperdataan di Era Digital*. Sada Kurnia Pustaka.
- Dotulong, T. (2014). KEBERADAAN ALAT BUKTI ELEKTRONIK DALAM PENYELESAIAN SENGKETA PERDATA. *LEX PRIVATUM*, 2(3). <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/6169>
- Efa Laela Fakhriah. (2017). *Bukti Elektronik dalam System Pembuktian Perdata*. PT. Refika Aditama.
- Endri. (2022). Urgency and Mechanism of Electronic Evidence Validation in Electronic Court

- Evidence Rules. *Jurnal Hukum Peratun*, 4(1), 89–104. <https://doi.org/10.25216/peratun.412021.89-104>
- Huberta, G. A., & Fewsan, K. (2025). Prinsip Kebebasan Berkontrak dalam Era Digital: Tantangan dan Implikasinya. *COMSERVA: Jurnal Penelitian Dan Pengabdian Masyarakat*, 4(12), 5336–5345. <https://doi.org/10.59141/COMSERVA.V4I12.3068>
- Kuspraningrum, E., & Sambaliung Kampus Gn Kelua Samarinda Kalimantan Timur, J. (2011). Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdara dan UNCITRAL Model Law On Electronic Commerce. *Risalah Hukum*, 7(2), 64–76. <https://e-journal.fh.unmul.ac.id/index.php/risalah/article/view/189>
- M. Yahya Harahap. (2017). *Hukum Acara Perdata Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan*. Sinar Grafika.
- Ni Ketut Litawati, I. W. B. S. L. (2023). Urgensi Pembaharuan Hukum Acara Pidana Terkait Alat Bukti Elektronik. *Jurnal Kertha Semaya*, 12(3).
- Ni Luh Putu Sudarini, & Dewa gede pradnyana yustiawan. (2023). Keabsahan Kontrak Secara Elektronik Sebagai Alat Pembuktian Di Tinjau secara Hukum Perdata. *Jurnal Hukum Dan Sosial Politik*, 1(4), 1–18. <https://doi.org/10.59581/jhsp-widyakarya.v1i4.1136>
- Nurul Rachma Tiyas, Hamzah, S. A. (2025). PERSPEKTIF HUKUM ERA DIGITAL TERHADAP WANPRESTASI DALAM PERJANJIAN SEWA MENYEWA ALAT BERAT. *Rewang Rencang: Jurnal Hukum Lex Generalis: Jurnal Hukum Lex Generalis*, 6(4).
- Purba, W. N., & Siregar, F. R. (2025). Pengaruh Media Massa Terhadap Penegakan Hukum Pidana. *Locus Journal of Academic Literature Review*, 4(3), 217–222. <https://doi.org/10.56128/ljoalr.v4i3.505>
- Rum, G. W. (2025). Penggunaan Alat Bukti Elektronik Dalam Proses Peradilan Perdata. *Jurnal Multidisiplin Ilmu Akademik*, 2(1), 61–68. <https://doi.org/10.61722/jmia.v2i1.3151>
- Shadira Sastra Darmanti, D. nistrina faiha. (2024). Kedudukan Alat Bukti Petunjuk di Ranah Hukum Acara Pidana. *Equality Before The Law*, 4(1). <https://doi.org/10.36232/EQUALITYBEFORETHELAW.V4I1.457>
- Sudarsono. (2019). *Legal Issues Pada Peradilan Tata Usaha Negara Pasca Reformasi: Hukum Acara dan E-Court*. Kencana.
- Sukmaningsih, N. K. I. A., PRATAMA, I. P. A., & Prathama, A. A. G. A. I. (2025). Paradigma Baru dalam Pembaharuan Kitab Undang-Undang Hukum Perdata: Upaya Adaptasi terhadap Dinamika Hukum di Era Digital dan Globalisasi. *Jurnal Yustitia*, 20(1), 67–76. <https://doi.org/10.62279/yustitia.v20i1.1459>
- Syahrin, M. A. (2020). Berdasarkan Hukum Nasional Dan Uncitral Model Law on Electronic Commerce. *Repertorium Jurnal Ilmiah Hukum Kenotariatan*, 9(2), 105–122. <https://doi.org/10.28946/rpt.v9i2.419>
- Togar, *, Winfernando, P., Winfernando, T. P., & Madura, U. T. (2023). Dinamika Hukum Perjanjian Elektronik: Tantangan Dan Prospek Dalam Era Digital. *JOURNAL SAINS STUDENT RESEARCH*, 1(2), 841–847. <https://doi.org/10.61722/JSSR.V1I2.312>
- W. Riawan Tjandra. (2011). *Teori dan Praktik Peradilan Tata Usaha Negara*. Cahaya Atma Pustaka.