



Legal Validity and Evidentiary Strength of Online Sales Agreements via WhatsApp

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Abstract

This study examines the legal validity and evidentiary strength of online sales agreements conducted through WhatsApp, within the framework of Indonesian Civil Law and the Electronic Information and Transactions Law. Using a qualitative normative juridical approach, the research analyzes statutory provisions and conceptual perspectives supported by literature review. The findings indicate that sales agreements via WhatsApp are legally binding as long as they fulfill the validity requirements stipulated in Article 1320 of the Indonesian Civil Code. WhatsApp conversations may serve as admissible electronic evidence under the Electronic Information and Transactions Law, provided they meet the criteria of authenticity, integrity, and accountability. Nevertheless, practical challenges arise from potential data manipulation and difficulties in verifying the parties' identities. The implications highlight the necessity of supplementary evidence, enhanced public legal literacy, strengthened digital forensic capacity among law enforcement, and adaptive regulatory development to ensure legal certainty in electronic transactions.

INTRODUCTION

Advances in information and communication technology have brought about significant changes in various aspects of life, including in the way people conduct economic transactions. Buying and selling activities that were previously carried out conventionally have now shifted to the digital realm, notably through instant messaging apps such as WhatsApp (Ikhsan et al., 2025; Mahera, 2025; Sulistyowati et al., 2025). This phenomenon indicates that technology serves not only as a means of communication but also as a medium for establishing legal relationships between parties in economic transactions (Filmadina et al., 2025; Sari et al., 2022). From a civil law perspective, a contract is deemed valid if it meets the requirements set forth in Article 1320 of the Civil Code, namely the existence of mutual consent, legal capacity, a specific subject matter, and a lawful cause. Thus, contracts entered into via electronic media such as WhatsApp are fundamentally valid as long as they satisfy these elements. However, agreements that are not formalized in writing often pose problems regarding evidence in the event of a dispute (Subekti, 2008).

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In response to technological advancements, the Indonesian government, through Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016, has recognized electronic information and documents as valid legal evidence, provided they meet the requirements of authenticity, integrity, and accountability. These provisions provide a legal basis for the use of WhatsApp conversations as evidence in judicial proceedings (Electronic Information and Transactions Law, Articles 5 and 6). The urgency of this research is further underscored by the increasing use of WhatsApp in economic activities, particularly among Micro, Small, and Medium Enterprises (MSMEs). Data indicates that the high penetration of WhatsApp usage has made the app one of the primary platforms for digital transactions in Indonesia (Worldpay, 2025). However, this convenience is accompanied by various legal challenges, particularly regarding the validity and evidentiary weight of transactions not supported by formal documents.

State-of-the-art research on electronic transactions and consumer legal protection has been extensively conducted. The importance of legal protection in online sales agreements, particularly regarding consumer rights, has been highlighted (Ponten, 2023; Sulistianingsih et al., 2023; Wulansari & Primantari, 2025). Electronic evidence has been recognized in civil procedure law, but additional proof is still required to ensure its validity (Angin et al., 2025). Proving electronic transactions faces challenges regarding data authentication and integrity (Andriani & Haris, 2025; Bachtiar & Chairunnisa, 2024; Gayatri, 2024). Nevertheless, these studies remain general in nature and have not specifically addressed the use of instant messaging applications such as WhatsApp as the primary medium for the formation and proof of sales agreements. In other words, there is a research gap in the form of a lack of studies that comprehensively examine the legal status and evidentiary weight of agreements made via WhatsApp from the perspectives of civil law and the ITE Law. Furthermore, previous research has not extensively linked normative aspects with evidentiary practices in court, particularly regarding the use of evidence in the form of screenshots of digital conversations.

Based on this, this study aims to fill this gap by comprehensively analyzing the legal status and evidentiary weight of online sales agreements made via WhatsApp. This study not only strengthens contract law theory in a digital context but also contributes to the development of legal studies on electronic evidence, particularly regarding the aspects of authenticity, integrity, and authentication of digital evidence. In the current context, this study is relevant to the dynamics of digital society in the era of the Fourth Industrial Revolution, characterized by increasing reliance on technology in economic activities (Pakpahan et al., 2020). As for the future, this research is expected to serve as a foundation for the development of more adaptive regulations and to foster the creation of a legal system responsive to technological advancements, in line with the concept of responsive law, which emphasizes the importance of legal adaptation to social changes (De Gregorio, 2021). Thus, this study not only provides a theoretical contribution but also has practical implications for strengthening legal certainty and protection for parties involved in electronic transactions.

METHODS

This study employs a qualitative method within the framework of normative legal research. This approach was chosen because the study focuses on the analysis of applicable legal norms, particularly regarding the legal status and evidentiary weight of online sales agreements made via the WhatsApp

application from the perspective of civil law and the Law on Information and Electronic Transactions (ITE Law). The approaches used in this study include the statutory approach and the conceptual approach. The statutory approach involves examining various relevant legal regulations, such as the Civil Code (*KUHPerdata*) and Law No. 11 of 2008 on Information and Electronic Transactions, as amended by Law No. 19 of 2016. Meanwhile, the conceptual approach is used to understand legal concepts related to contracts, electronic evidence, and proof in civil law (Al Ikhlas et al., 2022; Alfatusisah & Sativa, 2025; Asril et al., 2023; Churniawan, 2025; Engkizar et al., 2018, 2024; Eriyanti et al., 2020; Larasati & Idayanti, 2023; Putra et al., 2025).

The data sources in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include legislation, such as the Civil Code and the ITE Law, as well as relevant court decisions, namely the Decision of the Probolinggo Religious Court No. 560/Pdt.G/2024/PA.Prob. Secondary legal materials consist of legal books, scientific journals, and expert opinions related to civil law, the law of evidence, and information technology law. Tertiary legal materials include legal dictionaries and other supporting sources used to clarify legal terms or concepts. Data collection was conducted through library research, which involved reviewing and gathering legal materials from various literature, legislation, and court decisions relevant to the research subject. Additionally, this study employed a light empirical-juridical approach as a supplement, examining evidentiary practices in court regarding the use of electronic evidence, specifically WhatsApp conversations.

The research instrument in this study is the researcher themselves (human instrument), who plays a role in identifying, classifying, and analyzing the legal materials that have been collected. In this case, the researcher uses documentation techniques as a tool to collect data from various written sources. The data analysis technique used is normative qualitative analysis, which involves interpreting and examining legal materials systematically and logically to address the research problem. The analysis is conducted through several stages: data reduction, data presentation, and drawing conclusions. The researcher connects applicable legal provisions with practices occurring in the field to gain a comprehensive understanding of the legal validity and proof of online sales agreements via WhatsApp. Using this method, this study is expected to provide an in-depth, systematic, and relevant analysis of the development of electronic transaction practices in the digital era.

RESULT AND DISCUSSION

The Legal Status of Online Sales Agreements Made via WhatsApp

The results of the study indicate that sales and purchase agreements conducted via the WhatsApp application are, in principle, legally valid and binding on the parties. This is based on the fulfillment of the elements of a valid agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the legal capacity of the parties, a specific object, and a lawful cause. In practice, the agreement in transactions via WhatsApp is established through the exchange of messages between the seller and the buyer containing an offer and acceptance. This finding aligns with the opinion (Subekti, 2008) stating that a contract need not be in writing but can be formed as long as there is an agreement between the parties. Thus, digital communication via WhatsApp can fulfill the element of consensualism in contract law. Furthermore, the provisions of Article 1338 of the Civil Code affirm that every validly made contract is binding as law upon the parties, thereby strengthening the legal standing of electronic contracts.

Furthermore, the recognition of electronic agreements is reinforced by Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016. Articles 5 and 6 of the Electronic Information and Transactions Law state that electronic information and/or electronic documents constitute valid legal evidence provided they meet the elements of authenticity, integrity, and accountability. Thus, WhatsApp conversations can be classified as electronic documents possessing legal weight in evidence. This conclusion is also supported by research (Soroinda & Nasution, 2022), which states that electronic evidence has been recognized in civil procedure law, although its probative value is discretionary and subject to judicial assessment. Thus, from a normative perspective, there are no obstacles to recognizing a sales agreement made via WhatsApp as a valid contract.

This principle is consistent with the principle of consensualism set forth in Article 1320 of the Civil Code, which establishes four requirements for the validity of a contract (Civil Code), Book III on Obligations, Articles 1313–1338 and Article 1866) (Perdata, n.d.), namely, the validity of a contract under civil law is determined by the fulfillment of four essential requirements as stipulated in applicable legal provisions. First, the agreement of the parties (*consensus ad idem*) reflects a meeting of the minds between the parties binding themselves to the contract. This agreement must arise freely, without any element of coercion, mistake, or fraud, so that the parties' will is truly pure and not distorted by external factors. Second, the capacity to enter into a contract indicates that the parties involved must possess legal capacity. This means they have met the requirements to be competent legal subjects, such as having reached the age of majority and not being under guardianship, as stipulated in Article 1329 of the Civil Code. Thus, these parties are deemed capable of understanding and taking responsibility for the legal consequences of the agreement entered into. Third, the requirement for a specific subject matter means that the subject of the agreement must be clear and definable. The subject must be specifically identifiable; for example, in a sales agreement, the goods being sold must have criteria or specifications known to the parties, so as not to give rise to uncertainty in the future. Fourth, the existence of a lawful cause affirms that the purpose and content of the agreement must not conflict with the law, public order, or the norms of decency prevailing in society. In other words, the agreement must have a valid basis and must not contain any unlawful intent.

In fact, Article 6 of the ITE Law clarifies that:

"Electronic Information and/or Electronic Documents are considered valid as long as the information contained therein can be accessed, displayed, guaranteed to be intact, and verifiable, thereby establishing a particular state of affairs"

This provision means that WhatsApp messages containing a sales agreement can be classified as electronic documents possessing the same evidentiary weight as a written deed, provided their authenticity can be proven and their content has not been altered since their creation.

The Evidentiary Value of Agreements Made via WhatsApp as Electronic Evidence

Research findings indicate that WhatsApp conversations can be used as electronic evidence in legal proceedings. This is evidenced by the Decision of the Probolinggo Religious Court No. 560/Pdt.G/2024/PA.Prob, in which the panel of judges accepted screenshots of WhatsApp conversations as valid evidence. However, the probative value of such evidence is not absolute. Electronic evidence such as WhatsApp screenshots has the potential to be manipulated, thus requiring further verification. In this regard, the aspects of authenticity, integrity, and relevance are key factors in assessing the validity of

electronic evidence.

These findings align with the view [Zamzanie et al., \(2025\)](#) that digital evidence is easily altered and replicated, thus requiring a digital forensic approach to ensure its authenticity. Furthermore, [\(Bachtiar & Chairunnisa, 2024; Karo-Karo & Widarto, 2026; Lubis et al., 2025\)](#) also emphasize that proving electronic transactions faces challenges regarding data authentication and the identification of the parties involved. In practice, proving agreements via WhatsApp often requires additional evidence, such as transfer receipts, witnesses, or other supporting documents. This indicates that although recognized as evidence, the status of electronic evidence still requires strengthening to possess greater probative value in court.

Legal Challenges in Proving Digital Agreements

The research findings also identified several key challenges in proving sales agreements made via WhatsApp. First, there is a potential for data manipulation that could undermine confidence in the authenticity of the evidence. Second, there are difficulties in verifying the identities of the parties, given that WhatsApp accounts are based solely on phone numbers, which can be transferred. Third, there are limitations on access to the electronic system due to the end-to-end encryption implemented by the WhatsApp application, as shown in the following figure.

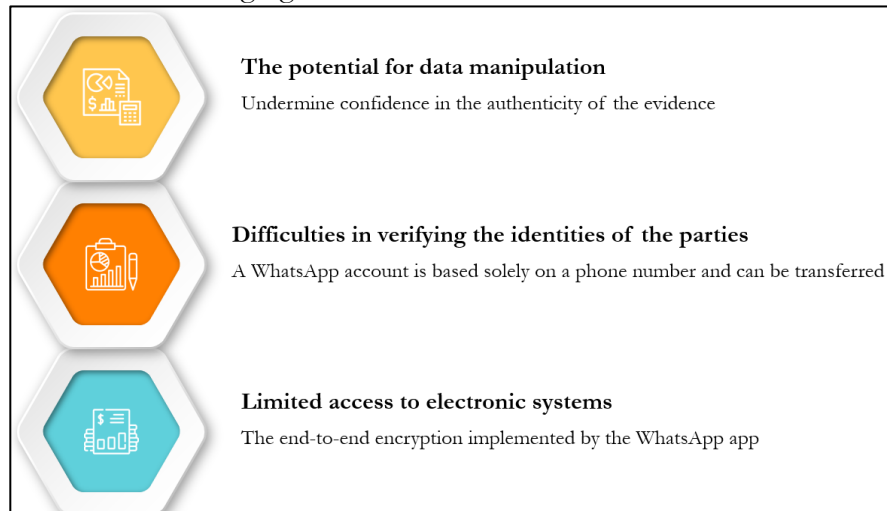


Fig 1. Some of the main challenges in proving sales agreements made via WhatsApp

These findings reinforce the results of a previous study by [Angin et al., \(2025\)](#), which stated that online agreements involve a potential imbalance of power between the parties, as well as weak legal protection if not supported by strong evidence. Furthermore, [\(Churniawan, 2025\)](#) also emphasized the importance of out-of-court consumer dispute resolution mechanisms to address issues in digital transactions. From a theoretical perspective, the findings of this study can be linked to the theory of responsive law proposed by [Putra et al., \(2025\)](#), which emphasizes that the law must be able to adapt to societal and technological developments. In this context, the law does not merely function as a regulatory tool but must also be capable of providing solutions to new problems arising from the development of digital technology.

Implications for Future Legal Development and Practice

Overall, the research findings indicate that sales agreements made via WhatsApp are legally recognized, yet they still face various challenges regarding the admissibility of evidence. This highlights a gap between technological advancements and the legal system's readiness to accommodate digital evidence.

The implications of this study are the need to improve public legal literacy in conducting digital transactions, particularly regarding the storage and safeguarding of transaction evidence. Additionally, law enforcement agencies must enhance their capabilities in digital forensics to assess electronic evidence more accurately. Furthermore, policymakers need to develop regulations that are more adaptive to technological advancements, including strengthening provisions regarding electronic signatures and digital certification. This aligns with the perspective Pakpahan et al., (2020) emphasizing the importance of responsive regulations in addressing the development of financial technology in the digital era. Thus, the results of this study not only address the research objectives but also contribute to the advancement of legal science, particularly in the fields of civil law and information technology law in the digital era.

CONCLUSION

Sales and purchase agreements conducted online via messaging apps such as WhatsApp are essentially legally binding as long as they meet the requirements for a valid contract as stipulated in the Civil Code. Furthermore, the Electronic Information and Transactions Law also recognizes electronic messages and documents as valid legal evidence as long as their authenticity, integrity, and completeness can be proven. However, in practice, proving electronic transactions still faces various challenges, such as the potential for data manipulation, limitations in verifying the parties' identities, and the need for additional supporting evidence in court. Therefore, the success of such proof heavily depends on the completeness of evidence, witness testimony, and the use of digital forensic technology. In light of this, online businesses are advised to retain all communication records and supporting transaction documents as a preventive measure in the event of a dispute. Law enforcement agencies also need to enhance their capacity and supporting infrastructure, particularly in the field of digital forensics, so that the evidentiary process can be conducted more effectively and accurately. On the other hand, policymakers are expected to update regulations regarding the evidence of electronic transactions via messaging apps to enhance legal certainty and provide optimal protection for all parties.

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