

## **Abstract**

### **Electronic Information in the Electronic Commerce In Civil Roles of Evidence**

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This research is to address three legal issues, i.e. the basic idea of prescribing electronic information as evidence in the Indonesian Civil Rules of Evidence, the validity of electronic signature as the same power as the handwritten signature has, and the juridical implication of the development of electronic commerce in the Indonesian Civil Rules of Evidence. In this research, philosophical, statute, and comparative approaches are used.

The essence of electronic commerce lies with the electronic information, which is a security key with its various forms. Electronic information, therefore, turns to be essential evidence should the parties be in conflict and bring the case to court.

There are three things are found from this research. First, the Indonesian Civil Rules of Evidence is limitative, which excludes electronic information as evidence. Law No. 8 of 1997 on Company Documents admits electronic information but this law still sticks to paper-based evidence. Under this law, electronic information is admissible to be evidence if it is transferred into paper-based document. It is the paper-based document rather than electronic information is admissible to be evidence. Second, security level of electronic information is as high as paper-based document. Even it will be more reliable if it is applied appropriately. The validity of all electronic transactions are identifiable because the keyconcept or the essence of evidence admissibility and the value of evidence in the civil discovery proceeding remain the same in the sense that the way of proving received and delivered information. The validity of electronic signature, in essence, deals with document authenticity rather than with its form. Third, the development of electronic commerce needs legal protection for electronic information and electronic signature.

It is recommended firstly, document as a tool of discovery should be interpreted so extensively that it covers electronic information; secondly, electronic signature is admitted as valid signature as handwritten signature is; thirdly, there should be a provision concerning the admissibility of electronic information as evidence to create legal certainty on electronic commerce.

#### **Key words:**

- Information electronic, electronic commerce, civil evidence, electronic signature