**VALIDITY/ LEGALITY AND EVIDENTIARY VALUE OF E-CONTRACTS IN INDIA**

In today’s scenario, people are in a state of continuous hassle rushing towards achieving their goals, irrespective of how trivial or massive it could be. There is no room for delay and all that matters is how fast the current job can be done and wrapped up. Assisting to that busy schedule is “Internet” that has made everything go online. With the ease and efficiency of the network, we have totally relied on it to make our work simple. Besides people preferring virtual mode of work, Covid-19 outbreak, nationwide restrictions, and a sense of urgency in certain matters have made E-contracts,the talk of the hour.

**WHAT IS AN E-CONTRACT?**



Electronic contracts known as e-contracts are a replacement for paper-based contracts. They are convenient, time saving, efficient and functions similarly like other contracts where sellers represent their products to intended buyers along with the terms and conditions. The buyer after considering every aspect of the contract, negotiates and confirms the deal by making a payment. Within a minute, the deal takes place by simply attaching the digital signatures of both the parties on the e-contract.

## ESSENTIALS OF A VALID E-CONTRACT

The requirements for e-contracts are similar to that of a written or oral contract under the ”[Indian Contract Act, 1872".](https://indiankanoon.org/doc/171398/" \t "https://blog.ipleaders.in/validity-and-enforceability-of-electronic-contracts-and-electronic-signatures/_blank)  The elements stated below needs to be fulfilled for an e-contract to be called ‘valid’.

### Offer

It may be made online by e-mail communication or can be nullified at the hour of acknowledgment.

### Acceptance

Acceptance is the next step by the seller when the offer has been made by the client as a proposal.

### Lawful consideration

To be enforced by law, there should be trade of something legal between both the parties. If not present, the contract gets void.

### Competent party

All the parties getting into the contract must be legitimately capable to form a contract.

### Intention to form legal relationship

The parties forming contract should aim of forming legal relations. If chances of lawful connection is zero, then the possibility of shaping any agreement is zero.

### Free consent

The consent of an individual is supposed to be free without disrupting the desire of any party being part of the contract.

* **Electronic signature**

For a signature to be valid, it has to be reliable.

**VALIDITY**

Under the provisions of the Information Technology Act, 2000, an e-contract is valid and enforceable. This was introduced after visualizing the growing dependency on commercial agreements. Section 10-A states that

“Validity of contracts formed through electronic means. Where in a contract formation, the communication of proposals, the acceptance of proposals, the revocation of proposals and acceptances, as the case may be, are expressed in electronic form or by means of an electronic record, such contract shall not be deemed to be unenforceable solely on the ground that such electronic form or means was used for that purpose."

**ENFORCEABILITY**

An electronic signature is considered reliable

1. It has to be unique to the holder/signatory.
2. The signatory must have control over the data used to generate the signature, at the time of signing.
3. Any alteration to document holding must be detectable.
4. There should be an audit trail of steps taken during the signing process.

****EVIDENTIARY VALUE****

As per Section 65-B of the Indian Evidence Act, 1872 any information produced by a computer in printed, stored or copied form shall be deemed to be a document and can be admissible as evidence in any proceeding without further proof of the original. It is required that the document or e-mail sought to be produced by a person having lawful control over the system. The information should be fed to the system on a regular basis. The output computer must be in a proper operating condition without affecting the accuracy of the entered data.

**CONCLUSION AND FUTURE ENHANCEMENT**

Even in its simplicity, an E-Contract is as valid as a traditional written contract. It can be concluded that there is sufficient recognition on the validity of the electronic contracts and signatures. Their usage too has been widely increased with time. With the advent of technology, an extra layer of security can further be added for the protection of e-signatures by using OTP for verification and fingerprints to improve security and authentication.