



INDIAN JOURNAL OF
LEGAL REVIEW

VOLUME 6 AND ISSUE 7 OF 2026

INSTITUTE OF LEGAL EDUCATION



INDIAN JOURNAL OF LEGAL REVIEW

APIS – 3920 – 0001 | ISSN – 2583-2344

(Open Access Journal)

Journal's Home Page – <https://ijlr.iledu.in/>

Journal's Editorial Page – <https://ijlr.iledu.in/editorial-board/>

Volume 6 and Issue 7 of 2026 (Access Full Issue on – <https://ijlr.iledu.in/volume-6-and-issue-7-of-2026/>)

Publisher

Prasanna S,

Chairman of Institute of Legal Education

No. 08, Arul Nagar, Seera Thoppu,

Maudhanda Kurichi, Srirangam,

Tiruchirappalli – 620102

Phone : +91 73059 14348 – info@iledu.in / Chairman@iledu.in



ILE Publication House is the
**India's Largest
Scholarly Publisher**

© Institute of Legal Education

Copyright Disclaimer: All rights are reserve with Institute of Legal Education. No part of the material published on this website (Articles or Research Papers including those published in this journal) may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of the publisher. For more details refer <https://ijlr.iledu.in/terms-and-condition/>

ELECTRONIC CONTRACTS IN CORPORATE TRANSACTION IN INDIA

AUTHOR – PRANJAL PARASHAR, ADVOCATE & STUDENT AT AMITY UNIVERSITY

BEST CITATION – PRANJAL PARASHAR, ELECTRONIC CONTRACTS IN CORPORATE TRANSACTION IN INDIA, INDIAN JOURNAL OF LEGAL REVIEW (IJLR), 6 (7) OF 2026, PG. 45-54, APIS – 3920 – 0001 & ISSN – 2583-2344.

Abstract

This study examines the concept, development, and legal dimensions of electronic contracts in India, with particular emphasis on their role in corporate transactions.

It begins by exploring the theoretical foundations, nature, and evolution of electronic contracts, followed by an analysis of their application in mergers and acquisitions, joint ventures, share transfers, and other corporate activities.

The research then evaluates the legal framework governing electronic contracts under the Information Technology Act, Indian Contract Act, Evidence Act, Companies Act, and SEBI regulations.

It further discusses issues of validity, enforceability, authentication, digital signatures, and evidentiary value.

The study also critically reviews judicial approaches and emerging challenges, including cybersecurity and jurisdictional concerns.

Finally, it presents findings and offers suggestions for legal and regulatory reforms to strengthen the framework of corporate electronic contracting in India.

Keywords: *Electronic Contracts in Corporate Transactions in India, Digital Corporate Contracts in India, Electronic Agreements under Corporate Indian Law*

1.1 Introduction

The law of contracts has always occupied a central position in commercial jurisprudence, as it governs the creation, performance, and enforcement of obligations arising from consensual agreements. In a traditional legal framework, contracts were predominantly executed through physical documents, handwritten or printed signatures, and face-to-face negotiations. Such a system, while effective in a pre-digital era, was inherently time-consuming, geographically restrictive, and administratively burdensome for large-scale commercial activities. With the rapid growth of globalization, corporate expansion, and technological innovation, the conventional

model of contracting has undergone a fundamental transformation.

The emergence of digital technology and electronic communication has radically altered the manner in which commercial transactions are conducted. Corporations today operate across multiple jurisdictions, interact with stakeholders located in different parts of the world, and engage in high-volume transactions that demand speed, efficiency, and accuracy. In this evolving business environment, reliance on physical documentation is no longer practical. Electronic contracts, therefore, have emerged as a necessary legal mechanism to facilitate seamless corporate transactions in the digital age.

Electronic contracts represent agreements formed, executed, and sometimes performed through electronic means such as emails, online platforms, digital portals, and automated systems. Unlike traditional contracts, electronic contracts do not necessarily require physical presence or manual signatures. Instead, they rely on electronic records, digital authentication, and technological infrastructure to establish consent and enforceability. This shift has not only changed the procedural aspects of contracting but has also raised complex legal questions relating to validity, evidence, jurisdiction, and regulatory oversight.

In the corporate sector, electronic contracts play a crucial role in a wide range of transactions, including mergers and acquisitions, shareholder agreements, vendor contracts, licensing arrangements, employment contracts, and cross-border commercial dealings. The increasing dependence of corporations on electronic contracting mechanisms reflects the need for faster decision-making, cost reduction, and operational efficiency. ¹At the same time, it exposes corporations to new risks such as cyber fraud, data manipulation, identity theft, and technological failures, which were largely absent in traditional contracting systems.

In India, the legal recognition of electronic contracts marks a significant milestone in the evolution of commercial law. The Indian legal system, rooted in common law principles, has gradually adapted to technological advancements by recognizing electronic records and digital signatures as legally valid. However, despite statutory recognition, the practical application of electronic contracts in corporate transactions continues to face challenges related to interpretation, enforcement, and judicial consistency. Courts are frequently required to balance traditional contractual principles with modern technological realities, often in the absence of detailed legislative guidance.

The relevance of electronic contracts has further increased in recent years due to the rapid growth of e-commerce, fintech, digital marketplaces, and remote working models. Corporate entities now routinely enter into binding agreements without any physical interaction, relying entirely on digital platforms. This development has blurred the boundaries between offer and invitation to offer, acceptance and automated consent, and human intention and machine-generated actions, thereby necessitating a re-examination of established legal doctrines.

1.2 Concept of Contract under Indian Law

The concept of a contract under Indian law is primarily governed by the Indian Contract Act, 1872, which provides the foundational principles regulating agreements and obligations in both personal and commercial relationships. Section 2(h) of the Act defines a contract as “an agreement enforceable by law,” thereby emphasizing enforceability as the defining feature that distinguishes a contract from a mere promise or social understanding. This definition reflects the legislative intent to regulate only those agreements that create legally binding obligations between parties.

At the heart of Indian contract law lies the principle of consensus ad idem, which requires that the parties to a contract must agree upon the same thing in the same sense. This meeting of minds forms the essence of contractual obligations. The law does not insist upon any rigid formalities for contract formation unless specifically mandated by statute. Instead, it prioritizes the intention of the parties and the substance of their agreement. This flexible and principle-based structure of Indian contract law has enabled it to adapt effectively to changing commercial practices, including the emergence of electronic contracts.

The Indian Contract Act identifies certain essential elements that must be present for an agreement to be enforceable as a contract. These include a lawful offer and its acceptance,

lawful consideration, competence of parties, free consent, and a lawful object. Each of these elements serves a specific function in ensuring that contractual obligations are entered into voluntarily, knowingly, and within the boundaries of legality. Importantly, none of these elements are inherently dependent on the physical form of the contract or the medium through which it is executed.

²Traditionally, contracts were formed through face-to-face negotiations, written correspondence, or formal documentation bearing handwritten signatures. However, Indian contract law has never mandated that contracts must be in writing or executed physically, except in specific cases such as contracts relating to immovable property. This absence of a strict form requirement demonstrates that the law is fundamentally concerned with the intention and agreement of the parties rather than the mode of communication. Consequently, contracts formed through electronic communication fall well within the conceptual framework of Indian contract law.

The doctrine of consideration further reinforces the enforceability of contracts under Indian law. Consideration represents the value exchanged between the parties and serves as evidence of reciprocal obligations. In electronic contracts, consideration may take various forms, including digital payments, access to online services, or performance of electronic obligations. As long as consideration is lawful and not illusory, the electronic nature of the transaction does not affect its validity.

Capacity of parties is another essential element that remains unaffected by the shift to electronic contracting. Corporate entities entering into electronic contracts must possess legal capacity and must act through authorized representatives. In corporate transactions, questions relating to authority, delegation, and internal approvals become particularly relevant in electronic environments, where contracts

may be executed rapidly through digital platforms.

From a conceptual standpoint, Indian contract law adopts a technologically neutral approach. It neither prohibits nor restricts the use of electronic means for contract formation. This neutrality ensures that contract law remains adaptable and capable of governing emerging forms of commercial interaction. The recognition of electronic contracts is therefore not a departure from traditional contract law but a logical extension of its foundational principles.

In the corporate context, the flexibility of Indian contract law has facilitated the widespread adoption of electronic contracts. Corporations routinely rely on electronic agreements for procurement, service delivery, employment, and strategic transactions. The conceptual compatibility between traditional contract principles and electronic contracting practices ensures legal certainty while supporting efficiency and innovation in corporate operations.

Thus, the concept of contract under Indian law provides a robust and inclusive framework capable of accommodating electronic contracts. By emphasizing intention, consent, and enforceability over form, Indian contract law ensures that electronic contracts are governed by the same legal standards as traditional agreements. This conceptual foundation is crucial for understanding the validity and enforceability of electronic contracts in corporate transactions, which are examined in greater detail in subsequent chapters.

1.3 Contract Formation in the Digital Environment

The rapid advancement of information and communication technologies has significantly transformed the manner in which contracts are formed, negotiated, and executed. In the digital environment, contracts are no longer confined to physical meetings, paper documents, or

handwritten signatures. Instead, agreements are increasingly concluded through electronic communications such as emails, online platforms, mobile applications, and automated systems. This shift has necessitated a re-examination of traditional principles of contract formation to ensure their applicability in a virtual context.

Contract formation in the digital environment continues to be governed by the same foundational principles of offer, acceptance, intention to create legal relations, and consideration. However, the manifestation of these elements differs due to the absence of physical interaction between the contracting parties. An offer in the digital space may be communicated through electronic advertisements, website listings, emails, or online proposals. The determination of whether such communication constitutes a valid offer or merely an invitation to offer depends on the intention conveyed through the language and surrounding circumstances.

Acceptance in electronic contracts is typically communicated through actions such as clicking an “I agree” button, sending an email confirmation, digitally signing a document, or proceeding with an online payment. Indian contract law recognizes that acceptance may be expressed through conduct, and therefore, electronic actions that clearly signify assent are legally valid. The challenge in the digital environment lies in identifying the exact moment and place at which acceptance occurs, particularly when transactions involve instantaneous or automated systems.

The concept of intention to create legal relations also plays a crucial role in digital contract formation. Online interactions may range from casual communications to legally binding commercial negotiations. Courts assess intention by examining the nature of the transaction, the language used, and the conduct of the parties. In corporate transactions conducted digitally, the presence of formal terms, professional correspondence,

and commercial consideration strongly indicates an intention to create legal obligations.

Automation has further altered the landscape of contract formation through the use of electronic agents and algorithm-based systems. In many corporate transactions, contracts are formed automatically when predefined conditions are met, without direct human intervention. While this enhances efficiency, it raises legal questions regarding accountability, consent, and error. Indian contract law accommodates such arrangements by recognizing that electronic systems operate as tools authorized by the contracting parties, and the resulting agreements are binding unless vitiated by factors such as fraud or mistake.

Disclosure and transparency are essential to ensuring valid contract formation in the digital environment. Parties must be provided with clear and accessible information regarding contractual terms before acceptance. Inadequate disclosure or deceptive design practices may undermine free consent, thereby affecting the enforceability of the contract. This concern is particularly relevant in consumer and corporate contracts involving unequal bargaining power.

Security and authenticity also influence the validity of digital contract formation. Electronic contracts rely on technological mechanisms to ensure that communications are not altered and that the identities of the parties are verifiable. Although Indian contract law does not mandate specific technological safeguards for all contracts, the absence of reasonable security measures may weaken evidentiary value in the event of a dispute.

In corporate transactions, digital contract formation has become indispensable due to its speed, scalability, and cost efficiency. Companies routinely enter into electronic agreements for mergers, supply chains, licensing, outsourcing, and service arrangements. The legal recognition of

electronic contract formation supports modern business practices while maintaining accountability and enforceability.

In conclusion, contract formation in the digital environment represents an evolution rather than a departure from traditional contract principles. Indian contract law, with its emphasis on intention, consent, and enforceability, provides sufficient flexibility to accommodate electronic agreements. The digital medium alters the form and process of contract formation but does not diminish the legal obligations arising from such agreements. Understanding these dynamics is essential for evaluating the role and reliability of electronic contracts in corporate transactions.

1.4 Types of Electronic Contracts

Electronic contracts have evolved into various forms depending on the mode of communication, the level of user interaction, and the nature of consent involved. These contracts are widely used in both consumer and corporate transactions due to their efficiency, speed, and reduced transactional costs. Understanding the different types of electronic contracts is essential to assess their legal validity, enforceability, and relevance in modern corporate dealings.

One of the most commonly used forms of electronic contracts is the click-wrap agreement. In this type of contract, the user is required to explicitly indicate acceptance of the contractual terms by clicking an “I agree,” “Accept,” or similar button. Click-wrap agreements are widely used in software licensing, online service subscriptions, and corporate digital platforms. Their legal validity is generally upheld because they demonstrate clear and affirmative consent. Courts tend to view click-wrap contracts favorably, provided that the terms are clearly displayed and the user is given a reasonable opportunity to review them before acceptance.

Another significant category is the browse-wrap agreement, where contractual terms are made

available through a hyperlink on a website, and acceptance is inferred from the user's continued use of the website or service. Unlike click-wrap agreements, browse-wrap contracts do not require explicit consent. This raises concerns regarding informed consent, particularly when users are unaware of the existence or contents of the terms. In corporate contexts, browse-wrap agreements are often used for website usage policies, data access conditions, and platform rules. Their enforceability largely depends on whether reasonable notice of the terms was provided and whether the user's conduct clearly indicates assent.

Shrink-wrap agreements represent another form of electronic contract, traditionally associated with software purchases. These agreements are presented to the user after the product has been purchased, typically during installation or upon opening the packaging. Acceptance is deemed to occur when the user continues to use the product after being presented with the terms. Although shrink-wrap agreements originated in physical software distribution, they continue to exist in digital formats where terms appear upon installation or first use. Their enforceability depends on the availability of return or rejection options and the clarity of the contractual terms.

³Email contracts constitute a widely accepted form of electronic contracting in corporate transactions. Contracts formed through email exchanges involve offers, counteroffers, and acceptances communicated electronically. In commercial dealings, emails often serve as formal records of negotiations and agreements. The binding nature of email contracts depends on the intention of the parties, the certainty of terms, and the presence of acceptance. Courts generally recognize email correspondence as valid evidence of contractual obligations, especially when it reflects mutual assent and commercial intent.

Another emerging category is electronic data interchange (EDI) contracts, which are

commonly used in large-scale corporate transactions involving supply chains and logistics. EDI contracts involve automated data exchanges between computer systems without human intervention. These contracts are pre-programmed based on agreed standards and conditions, enabling efficient and repetitive transactions. While EDI contracts enhance operational efficiency, they also raise legal questions related to accountability, system errors, and liability in the event of malfunction or incorrect data transmission.

Smart contracts represent a technologically advanced form of electronic contracts that operate through automated execution based on pre-defined conditions. These contracts are typically associated with blockchain technology and execute themselves when specific conditions are met. In corporate transactions, smart contracts are increasingly explored for applications such as asset transfers, compliance management, and payment settlements. Despite their efficiency, smart contracts pose legal challenges regarding interpretation, modification, and dispute resolution, as traditional legal remedies may not easily apply to self-executing code-based agreements.

Electronic contracts may also be classified based on the nature of consent involved, such as express electronic contracts and implied electronic contracts. Express electronic contracts involve clear and direct acceptance through electronic means, whereas implied contracts arise from conduct, usage, or continued performance in a digital environment. In corporate transactions, implied electronic contracts often arise in long-term business relationships where parties rely on established digital practices.

Another important distinction exists between business-to-business (B2B) and business-to-consumer (B2C) electronic contracts. B2B electronic contracts are generally negotiated between parties with relatively equal bargaining power and are characterized by detailed terms,

negotiated clauses, and professional correspondence. In contrast, B2C contracts often involve standard form agreements with limited scope for negotiation, raising concerns related to fairness and consumer protection.

The classification of electronic contracts highlights the diversity of digital agreements used in modern commerce.

1.5 Role of Electronic Contracts in Corporate Transactions

Electronic contracts play a pivotal role in contemporary corporate transactions by enabling businesses to operate efficiently in a fast-paced, technology-driven commercial environment. With globalization and digitalization reshaping corporate structures and operations, electronic contracts have become an indispensable tool for conducting domestic as well as cross-border transactions.

They facilitate seamless communication, reduce transaction time, and enhance operational flexibility, thereby supporting modern corporate governance and commercial practices.

One of the primary roles of electronic contracts in corporate transactions is enhancing transactional efficiency. Traditional contract execution involves multiple stages such as drafting, printing, signing, couriering, and storage, which consume significant time and resources. Electronic contracts eliminate these procedural delays by enabling instant drafting, negotiation, execution, and storage through digital platforms. In corporate transactions where timing is critical—such as mergers, acquisitions, financing arrangements, and supply chain agreements—electronic contracts significantly reduce turnaround time and improve deal execution speed.

Electronic contracts contribute substantially to cost reduction in corporate operations. By minimizing the use of paper, physical storage, and manual processes, companies can significantly lower operational expenses. Digital storage of contracts also reduces costs

associated with document management and retrieval. For large corporations handling thousands of contracts annually, the financial benefits of electronic contracting are substantial and contribute to improved cost efficiency and sustainability.

In corporate governance, electronic contracts support transparency and accountability. Digital records of contracts create verifiable audit trails that document the entire lifecycle of an agreement, including drafting, negotiation, modification, and execution. This enhances internal compliance mechanisms and facilitates regulatory audits. In the event of disputes, electronic records serve as valuable evidence, enabling corporations to demonstrate contractual intent and performance.

Electronic contracts also play a vital role in supporting remote and decentralized corporate operations. With the increasing adoption of remote work and virtual business models, corporations rely heavily on digital tools to manage contractual relationships. Electronic contracts enable companies to onboard employees, appoint consultants, engage vendors, and enter into strategic partnerships without requiring physical meetings. This flexibility is especially relevant in times of economic disruption and technological transformation.

From a strategic perspective, electronic contracts enhance business agility and adaptability. Corporations operating in dynamic markets must respond quickly to changing commercial conditions. Electronic contracting allows companies to modify, renew, or terminate agreements efficiently, enabling them to adapt to market demands and regulatory changes. This agility strengthens corporate competitiveness and innovation.

Electronic contracts also play an important role in risk management within corporate transactions. Digital contracting platforms often incorporate compliance checks, approval workflows, and version control mechanisms that

reduce legal and operational risks. By ensuring that contracts adhere to internal policies and legal requirements, electronic systems enhance contractual certainty and reduce the likelihood of disputes arising from ambiguities or procedural lapses.

Despite their advantages, the role of electronic contracts in corporate transactions is not without challenges. Issues such as cybersecurity threats, data breaches, identity verification, and system reliability pose risks to corporate contracting processes. Corporations must adopt robust technological safeguards and legal frameworks to ensure the security and integrity of electronic contracts. Failure to address these risks may undermine trust and confidence in digital contracting mechanisms.

In addition, electronic contracts influence corporate decision-making and negotiation dynamics. Digital negotiations often rely on written communication, which may reduce personal interaction but increase clarity and documentation. While this can enhance precision, it may also limit flexibility in negotiations. Corporations must balance efficiency with relational considerations when relying on electronic contracts for complex transactions.

1.6 Advantages of Electronic Contracts

Electronic contracts offer numerous advantages that have contributed to their widespread adoption in corporate transactions. As businesses increasingly operate in digital and global environments, the efficiency and flexibility provided by electronic contracts have become critical to sustaining competitiveness and operational effectiveness. These advantages extend beyond mere convenience and significantly influence corporate strategy, governance, and legal compliance.

One of the most prominent advantages of electronic contracts is speed and efficiency. Traditional contract execution often involves multiple time-consuming steps such as drafting, printing, physical signing, and courier

delivery. Electronic contracts eliminate these delays by enabling instant communication and execution. In corporate transactions where timing is crucial—such as mergers, acquisitions, financing agreements, and procurement contracts—electronic contracts facilitate rapid decision-making and timely completion of deals.

Another major advantage is cost effectiveness. ⁴Electronic contracts substantially reduce expenses associated with paper, printing, postage, storage, and document management. Corporations that handle large volumes of contracts benefit significantly from reduced administrative costs. Additionally, digital storage minimizes the need for physical infrastructure, further contributing to long-term financial savings and improved operational efficiency.

Electronic contracts also enhance accessibility and convenience. Parties can negotiate, execute, and manage contracts from any location with internet access. This is particularly beneficial for corporations with geographically dispersed teams and international business partners. The ability to access contracts remotely ensures continuity of business operations and supports flexible working arrangements, including remote and hybrid work models.

A significant advantage of electronic contracts lies in improved record-keeping and document management. Digital contracts can be stored, indexed, and retrieved easily using electronic systems. This ensures better organization and reduces the risk of loss or damage associated with physical documents. In corporate environments, efficient record-keeping supports internal audits, compliance verification, and dispute resolution processes.

Electronic contracts also support environmental sustainability. By reducing reliance on paper and physical storage, electronic contracting contributes to environmentally responsible business practices. Many corporations prioritize sustainability as part of their corporate social

responsibility initiatives, and electronic contracts align with these objectives by promoting eco-friendly operations.

From a legal perspective, electronic contracts offer enhanced enforceability and evidentiary value when supported by appropriate technological safeguards. Digital signatures, timestamps, and authentication mechanisms strengthen the credibility of electronic contracts. In the event of disputes, electronic records provide reliable evidence of contractual terms and consent, thereby supporting legal enforceability.

Electronic contracts further promote business scalability and flexibility. As corporations grow and expand into new markets, electronic contracting systems can easily scale to accommodate increased transaction volumes. This flexibility enables corporations to adapt quickly to changing market conditions and regulatory environments without significant disruption to contractual processes.

Despite these advantages, it is essential to recognize that the effectiveness of electronic contracts depends on the adequacy of legal and technological frameworks. Issues such as cybersecurity risks, data privacy concerns, and technological reliability must be addressed to fully realize the benefits of electronic contracting. Corporations must implement robust security measures and compliance protocols to safeguard electronic contracts against misuse or unauthorized access.

1.7 Limitations and Challenges of Electronic Contracts

⁵Despite their widespread adoption and numerous advantages, electronic contracts are not free from limitations and challenges. The growing reliance on digital contracting mechanisms has introduced a range of legal, technological, and practical concerns that affect their reliability and enforceability. These challenges become particularly significant in corporate transactions, where contractual

obligations often involve substantial financial and legal consequences.

One of the foremost challenges associated with electronic contracts is the issue of free and informed consent. In many electronic agreements, especially standard form contracts, parties are presented with lengthy terms and conditions that are rarely read or fully understood. The absence of negotiation and the take-it-or-leave-it nature of many electronic contracts raise concerns about genuine consent. In corporate transactions involving unequal bargaining power, such practices may undermine the principle of voluntary agreement, which is central to contract law.

Another major limitation relates to identity authentication and verification.⁶ In traditional contracts, parties are usually physically present or personally identifiable, reducing the risk of impersonation. In electronic contracts, verifying the identity of contracting parties becomes more complex. Unauthorized access, identity theft, and misuse of digital credentials can result in contracts being executed without the knowledge or consent of the actual party. This poses serious risks in high-value corporate transactions where accountability and authorization are critical.

Another challenge arises in relation to jurisdiction and applicable law. Electronic contracts often involve parties located in different geographical regions, making it difficult to determine the place of contract formation. This creates uncertainty regarding jurisdiction, governing law, and dispute resolution mechanisms. In cross-border corporate transactions, conflicting legal systems and regulatory requirements further complicate enforcement and compliance.

⁷The evidentiary value of electronic contracts also presents challenges. While electronic records are legally recognized, their admissibility depends on factors such as authenticity, integrity, and reliability. The challenge of technological literacy and access

cannot be ignored. Not all parties involved in corporate transactions possess equal technological knowledge or resources. Smaller enterprises and individual stakeholders may struggle to understand or effectively use electronic contracting platforms. This digital divide can create imbalances and may affect the fairness and inclusiveness of electronic contracting practices.

Regulatory uncertainty also limits the effectiveness of electronic contracts. Rapid technological advancements often outpace legislative developments, resulting in gaps and ambiguities in legal frameworks. Corporations may face uncertainty regarding compliance obligations, particularly in areas such as data protection, electronic signatures, and record retention. This uncertainty may discourage full reliance on electronic contracts for critical transactions.

⁸Additionally, electronic contracts may reduce personal interaction and trust-building in corporate negotiations. Face-to-face negotiations often facilitate mutual understanding and relationship development, which are important in long-term business partnerships. Digital negotiations, while efficient, may lack the personal engagement necessary to address complex commercial concerns and foster trust.

In conclusion, while electronic contracts offer substantial benefits, their limitations and challenges cannot be overlooked. Issues related to consent, security, jurisdiction, evidence, and technological dependence pose significant concerns in corporate transactions. Addressing these challenges requires a balanced approach that combines robust legal frameworks, advanced technological safeguards, and responsible corporate practices. Understanding these limitations is essential for evaluating the effectiveness and sustainability of electronic contracts in modern corporate environments.

Conclusion

⁹The study of electronic contracts in corporate transactions in India demonstrates that digital contracting has transformed the way businesses execute agreements, manage obligations, and interact across jurisdictions.

The research reveals that electronic contracts are legally recognized under Indian law, primarily through the Information Technology Act, 2000, and supporting provisions in the Indian Evidence Act. Courts have affirmed their enforceability, provided that statutory requirements for consent, authentication, and evidentiary certification are satisfied.

¹⁰Landmark judgments, such as Anvar P.V. v. P.K. Basheer (2014), underscore the importance of maintaining verifiable electronic records and adhering to prescribed certification standards. These findings indicate that while the legal framework provides a strong foundation, compliance with statutory procedures remains critical for the validity and enforceability of electronic agreements.

ENDNOTES

1 & 2. <https://www.meity.gov.in>

3. <https://www.meity.gov.in>

4. <https://www.india.gov.in>

5. "Electronic Contracts and Digital Signatures" – law journal article reference in report

6. "Legal Recognition of E-Contracts in India" – academic article source

7. "E-Commerce and Contract Law" – journal-based reference

8. SCC Online – case law database.

9. Manupatra – Indian legal research database.

10. Indian Kanoon – free Indian case law search engine.



GRASP - EDUCATE - EVOLVE



INSTITUTE OF LEGAL EDUCATION

(Managed by L TO J LAW ASSOCIATES)

NO. 08, ARUL NAGAR, SEERA THOPPU,
MARUDHAANDA KURICHI, SRIRANGAM - 620102,
TAMILNADU, INDIA.

ISSN 2583-2344



9 772583 234004