
UNDERSTANDING E-CONTRACT: ESSENTIALS AND LEGAL STANDING IN INDIA

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ABSTRACT

The rapid growth of digital technology has transformed the traditional structure of contractual relationships, giving rise to electronic contracts or e-contracts. This paper traces the historical development of e-contracts in India, beginning with the early Electronic Data Interchange (EDI) systems and the advent of e-commerce in the 1990s, leading up to their formal recognition under the Information Technology Act, 2000. It analyses how core principles of contract law such as offer, acceptance, consideration, and intention have evolved within the digital environment. The study further investigates various types of e-contracts, including click-wrap, browse-wrap, shrink-wrap, and email-based agreements, assessing their enforceability under Indian law. Particular focus is placed on the interplay between the Information Technology Act, 2000, the Indian Contract Act, 1872, and the Bharatiya Sakshya Adhiniyam, 2023, which collectively govern and authenticate electronic records and signatures. Although notable advancements have been achieved, e-contracts continue to face practical challenges concerning jurisdiction, authentication, and the capacity of parties. The paper concludes that while India possesses a solid legal framework for electronic agreements, ongoing legal reform remains vital to promote certainty and security in cross-border digital transactions.

Historical background of e-contracts

In the modern world, digital contracts (also known as e-contracts or electronic agreements) have become integral to business transactions and everyday dealings. With the rapid adoption of technology, online and digital agreements are now commonly used across various sectors, making it necessary to understand how these contracts fit within the framework of Indian contract law.

1. Evolution of Digital Contracts

The evolution of digital contracts or e-contracts has been driven by the growth of the internet, e-commerce, and advancements in technology. Here's a brief history of how digital contracts came into existence and evolved in India:

Pre-Internet Era: Traditionally, contracts in India were executed in physical form, requiring handwritten signatures on paper documents. The process of negotiation, execution, and enforcement was entirely manual and formal.

Introduction of E-Commerce and the Internet: e-contract is an essential part of e-commerce. First we need to understand the history of E-commerce before E-contract.

In the 1960s businesses were using **Electronic Data Interchange (EDI)** {computer-to-computer exchange of business documents in a standardized electronic format between trading partners} to conduct e-transaction. E-commerce was properly accepted in 1991, when the Internet was used for commerce. A huge number of companies such as Amazon and eBay, started to provide their services through the internet with the invention of the World Wide Web in 1990.

In India, Rediff was the first to introduce the concept of E-commerce in the late 1990s. Indian Railway Catering & Tourism Corporation Limited (IRCTC) was the first company to start an E-commerce portal in India. Further, in order to legalise the E-commerce transactions in India and to keep pace with the globalisation of the trade and transaction, the Indian Parliament enacted the Information Technology Act in 2000¹

¹ Arshiya, E-Contract: A New Normal, 2(2) Indian J. Integrated Rsch. L., (2023).

Information Technology Act, 2000: The Indian Government introduced the Information Technology Act, 2000 (IT Act), which laid the foundation for the recognition of digital contracts and electronic records in India. Section 10A² specifically made electronic contracts enforceable, essentially giving legal validity to digital contracts in India.

Growth of Digital Platforms (2010s–Present): As technology continued to evolve, digital platforms began using more sophisticated means such as e-signatures, encrypted communication, and blockchain to facilitate contracts. This evolution has made e-contracts even more accessible and secure.

The Rules and Regulations related to the E-commerce and finally the E-contract are provided under

- Brussels Convention (1968)
 - It focuses on jurisdiction and enforcement of judgments in civil and commercial matters within EU member states.
 - While not specific to e-commerce, it applies to disputes arising from electronic contracts as part of civil and commercial law.
- Rome Convention (1980)
 - Determines the law applicable to contractual obligations in cross-border contracts.
 - It applies to e-contracts by allowing parties to choose the governing law, which is crucial for international e-commerce.
- Hague Conference on Private International Law (HCPIL), 2005
 - Issued the Hague Convention on Choice of Court Agreements, which supports predictability in cross-border commercial litigation.
 - It indirectly supports e-commerce by clarifying jurisdictional rules for international contracts.

² Information Technology Act, 2000, § 10A (India)

- United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005)

- Specifically addresses electronic communications in international contracts.

- It ensures that e-contracts are legally valid and enforceable, promoting trust in digital transactions.

E-contract

E-contract is clear representation of the adaptation of traditional contract principles to the digital age. As the name itself clarifies that these types of contracts are formed electronically, often without the physical presence of the parties, using digital platforms and mediums such as emails, or other mobile applications. In this era of digitalization people enter into E-contracts on a daily basis even without realising it.

So, e-contract is an agreement made using electronic means, such as emails, online forms, or electronic signatures. According to Sir William Anson definition of E-contracts is; "A contract is a legally binding agreement executed between two parties or more than two parties by which rights are acquired by one or more acts of forbearances on the part of the other party or parties."³

- A common example would be of click-wrap agreements i.e. agreements where users accept the terms and condition of a website or any app by clicking "I agree".
- Despite the digitalization of the concept of entering into a 'contract' the basic requirements to consider it a contract remains the same which includes offer, acceptance, consideration and intention.
- Legislation such as Information Technology Act, 2000 in India and other international regulations govern the enforceability of E-contracts. The concept of E-contracts has brought several benefits, including convenience for parties, speed, and reduced costs in executing agreements.

³ Aashriya, E-Contracts in India: Legal Validity, Types, and Recognition Under the IT Act, available at egalserviceindia.com/legal/article-21058-e-contracts-in-india-legal-validity-types-and-recognition-under-the-it-act.html (last visited Oct 2, 2025)

- But along with these benefits it poses certain challenges such as jurisdictional issues, the complexities of digital authentication etc.
- There are certain legal frameworks and national laws like the Indian IT Act sought to address these concerns, validating electronic signatures and digital records. Still, in order to make E-contracts more reliable more legal reforms is needed especially in cross-border transactions.
- Seeing the efficiency in entering into E-contracts through different mediums has made it a preferable mode of entering into contracts.
- This efficiency comes with additional benefits such as reduced transaction costs. E-contracts have been very viable for cross-border transactions.

Types of E-contracts/Agreements:

- a. **Click Wrap Agreement-** These are those agreements which popup before entering into a website and require the user to give his consent to the terms and conditions by clicking on 'I accept', 'Ok', 'Allow' or 'I agree'.

Eg; When installing software like Microsoft Office or Adobe Photoshop, you're prompted to click "I Agree" to the license terms before proceeding.

- b. **Browse Wrap Agreement:** These agreements do not require the user to gives his consent to the terms and conditions. It has the automatic acceptance of the agreement by entering into the website and using it. Terms and conditions of such agreements are provided at the bottom of the website.

Eg; - e-commerce sites like Amazon or Flipkart often include privacy policies and terms in the footer, which apply automatically when you use the site.

- c. **Shrink Wrap Agreement:** These are the agreements formed when a sure buys a product. In such agreements, products are enclosed in a shrink wrap implying that the goods can only be viewed by the customer who purchases it and usage of such product is deemed acceptance of the agreement.

Eg; buying a boxed copy of Windows OS or a video game—terms are enclosed inside the packaging, and opening or using the product implies acceptance. Or Purchasing a physical CD or DVD with software—once you break the seal and install it, you're bound by the license agreement inside.⁴

- d. E-Mail Contracts: E-mail contracts are formed through exchanges between parties via electronic mail, often used in business transactions and informal agreements. They are legally binding if they meet the requirements of offer, acceptance, and consideration. In India, such contracts fall under the Indian Contract Act, 1872, and the Information Technology Act, 2000. Courts uphold these contracts when there is clear intent and mutual agreement.
- e. Scroll Wrap Agreements: Scroll wrap agreements require users to scroll through the entire agreement before accessing a service. Scrolling is considered as consent, but users retain the option to reject the terms after reading them. This type ensures users have reviewed the terms before accepting them.
- f. Web-Based Contracts: Web-based contracts are created and executed on website platforms, often as part of user registration or purchase processes. These contracts are generally enforceable if users affirmatively agree to the terms (e.g., clicking a checkbox or button). Courts assess their validity based on clarity of presentation and whether users had a fair opportunity to review the terms.⁵

Essentials of E-contract:

Since E-contracts are practically taken as seriously as offline contracts, the principles applied in offline contracts will apply here also. The following are the essentials of E-contract:

1. Offer: The Indian Contract Act of 1872 defines an offer as an indication of a willingness to engage into a legally binding contract with another party, according to Section 2(a)⁶, When a person responds to an email or fills out any online forms, he is making an offer for a specific item, and it is now up to the receiving party to accept or reject the offer

⁴ Arshiya, *supra* note 1.

⁵ Aashriya, *supra* note 3

⁶ The Indian Contract Act, 1872, § 2(a) (India).

by express confirmation or by any other means. As a result, an invitation to offer is insufficient to convert it into a legally binding contract by accepting its terms and conditions unless it is accepted.

“When asked by MMCB to guarantee the obligations of a subsidiary company, in the case of *Kleinwort Benson v. Malaysia Mining Corporation Berhad*,⁷ it was stated that it is their policy to ensure that the subsidiary company's operation is in a position to satisfy its liabilities at all times. It was decided that this was not a proposition, and that the phrase "it is our policy" just expressed an intention to do something, not to persuade the offeree to agree to it. As a result, MMCB was unable to sue Kleinwort Company for breach of contract when the subsidiary was allowed to fall insolvent.”

The same is applicable to the electronic contracts also.

2. Acceptance: Once the offer is accepted, there is a formation of an agreement. But the postal acceptance rule is an exception to it. The offer is accepted when it is posted, according to this rule. As a result, the proposer's communication of acceptance is regarded complete when it is placed in the course of transmission to him, whereas the acceptor's communication of acceptance is regarded complete when it comes to the knowledge of the proposer.

“The plaintiff in the case of *Lalman Shukla v Gauri Dutt*⁸ was a munib. The plaintiff volunteered his assistance to find defendant's nephew, who had gone missing. Despite the fact that he located the boy whose uncle had offered to pay Rs 501 to anyone who found his nephew in this situation. The munib, however, was denied the reward because he just learned about the boy after discovering him.”

In electronic contracts, after sending the information or offer, the originator may not be confirmed about the receipt of the offer. Hence, it is required to acknowledge the receipt of offer from the side of the addressee. The addressee, in case wants to accept such a proposal through the electronic mode, he can do so by transmitting his acceptance through electronic mode or by clicking on ‘I agree’ or ‘I accept’ button. Offer and acceptance both can be done

⁷ *Kleinwort Benson Ltd. v. Malaysia Mining Corp. Bhd.*, [1989] 1 W.L.R. 379 (U.K.).

⁸ *Lalman Shukla v. Gauri Dutt*, (1913) 11 All. L.J. 489 (India).

via email, website forms or an online agreement.

Section 12⁹ says that, there is no agreement about the mode of acknowledgement sent by the addressee between both the parties, the addressee may acknowledge the receipt of electronic records by any communication modes to know the originator as to the receipt of it by the addressee.

3. **Intention to create legal relation:** For a valid contract, the intention of both the parties to create a legal relationship is very necessary. In case of online contracts, the existence of intention is normally automatic.
4. **Lawful Consideration:** It is given under Section 10 of the Indian Contract Act, 1872 that for a valid contract, there must be a lawful consideration. According to section 2(d) of the Indian Contract Act “when at the desire of the promisor, promisee or any other person has done or abstained from doing or does or abstains from doing or promises to do or to abstain from doing something, such act or abstinence, or promise is called a consideration for the promise.”¹⁰ Section 24 of the Act says that “any contract without a lawful consideration is void.”¹¹
5. **Competent to Contract:** According to Section 11¹² “Every person is competent to contract who is of the age of majority according to the law to which he is subject and who is of sound mind and is not disqualified from contracting by any law to which is subject.” Both natural and legal persons are capable of making contracts, but computers are plainly not natural persons, and neither American nor English contract law considers them to be legal persons at this time. As a result, computers are unable to enter into contracts. Both the buyer and the seller are natural persons in our scenario, and so are able to be participants to the transaction. However, under current law, the autonomous computer cannot be a contractual party.
6. **Lawful Object:** Section 23¹³ states “The consideration or object of an agreement is lawful, unless- it is forbidden by law; or is of such a nature that, if permitted, it would

⁹ The Information Technology Act, 2000, § 12 (India).

¹⁰ The Indian Contract Act, 1872, § 2(d) (India).

¹¹ The Indian Contract Act, 1872, § 24 (India).

¹² The Indian Contract Act, 1872, § 11 (India).

¹³ The Indian Contract Act, 1872, § 23 (India).

defeat the provisions of any law; or is fraudulent; or involves or implies, injury to the person or property of another; or the Court regards it as immoral, or opposed to public policy. In each of these cases, the consideration or object of an agreement is said to be unlawful. Every agreement of which the object or consideration is unlawful is void.” the goal of such a contract must be lawful by definition. The courts will not enforce contracts that are illegal or against public policy. Such contracts are regarded as null and void. An agreement that requires the conduct of a crime is void because it is prohibited. A person could not, for example, enforce a contract with another party to burn down a house. Furthermore, any agreement that requires the conduct of a civil wrong (such as a tort) is void.

7. Free Consent: Section 13, defines ‘Consent’ as “Two or more persons are said to consent when they agree upon the same thing in the same sense”¹⁴ Section 14 of the act clearly defines ‘Free Consent’ as “Consent is said to be free when it is not caused by-
- a. Coercion, as defined in section 15, or
 - b. Undue influence, as defined in section 16, or
 - c. Fraud, as defined in section 17, or
 - d. misrepresentation, as defined in section 18, or
 - e. mistake, subject to the provisions of section 20, 21 and 22.

Consent is said to be so caused when it would not have been given but for the existence of such coercion, undue influence, fraud, misrepresentation or mistake.”¹⁵

2. Legal Framework for E-Contracts in India

In India, the Information Technology Act, 2000 (IT Act) plays a crucial role in the regulation and enforceability of e-contracts. Some key provisions under the IT Act, along with the Indian Contract Act, 1872, govern e-contracts:

¹⁴ The Indian Contract Act, 1872, § 13 (India).

¹⁵ The Indian Contract Act, 1872, § 14 (India).

a. Information Technology Act, 2000:

Section 10A¹⁶: It explicitly recognizes the validity of contracts entered into through electronic means. This provision validates e-contracts, making them legally enforceable in the same way as traditional paper contracts.

Section 2(1)(t): Defines "electronic record," which includes any information generated, sent, received, or stored electronically.

Section 2(1)(r): Defines "electronic signature" or "digital signature," which is crucial for the validation of e-contracts.

Section 65B: Outlines the admissibility of electronic records in legal proceedings, ensuring that digital evidence is as valid as physical records.

These provisions help ensure that e-contracts executed via electronic means are legally recognized and enforceable. In the case of *Tamil Nadu Organic Private Ltd v. State Bank of India*¹⁷ and *Trimex International FZE Ltd., Dubai v. Vedanta Aluminium Ltd*¹⁸, Indian courts enforces the e-Contracts and define them as valid contracts.

For any contract to be valid, signatures from both the parties are required. In the case of an e-contract, an electronic signature comes to play. An electronic signature is defined by the Information Technology Act, Section 2(p)¹⁹ as 'the authentication of any electronic record by a subscriber by means of the electronic technique specified in the second schedule and it includes a digital signature'.

Further, Section 5 of the Information Technology Act²⁰ says that where any law requires that information or any other matter be authenticated by affixing a signature or any document signed by or bear the signature of any person, then such requirement shall be deemed to have been satisfied. Electronic signature serves the same purpose as a handwritten signature. Section 87 of The Bharatiya Sakshya Adhiniyam, 2023²¹ states that as far as a digital signature is

¹⁶ The Information Technology Act, 2000, § 10A (India).

¹⁷ *Tamil Nadu Organic Pvt. Ltd. v. State Bank of India*, A.I.R. 2014 Mad. 103 (India).

¹⁸ *Trimex Int'l FZE Ltd. Dubai v. Vedanta Aluminium Ltd.*, (2010) 2 A.W.C. 1170 (S.C.) (India).

¹⁹ The Information Technology Act, 2000, § 2(p) (India).

²⁰ The Information Technology Act, 2000, § 5 (India).

²¹ The Bharatiya Sakshya Adhiniyam, 2023, § 87 (India).

concerned, the courts presume that the information provided in that certificate is true and correct.

E contracts are contracts that are not paper based and are electronic in nature. These contracts are generally made for speedy entering into a contract or for the convenience of the parties. They are best made between parties who live in 2 different parts of the world and have to enter into an agreement. A digital signature is all they need to enter into a contract as a party even though both the parties to the contract are sitting miles away from each other. In this proliferating world, it is the most convenient method to enter into a contract without being physically exhausted. The 2 main parties to an e-contract are - The Originator and the Addressee.

Originator according to the IT Act, 2008 is a person who sends, generates, stores or transmits any electronic message to be sent, generated, stored or transmitted to any other person and does not include an Intermediary. (In the present context, the person who initiates the process of making an e-contract to send it to the other party.)

An Addressee according to the IT Act, 2008 is a person who is intended by the originator to receive the electronic record but does not include any Intermediary. (In the present context, the party which receives the e-contract made by the other party.)²²

Admissibility of E-contracts

The Indian Evidence Act, 1872 (Evidence Act) was also revised to bring it in line with the IT Act's introduction of electronic ways of document execution. Electronic records, electronic agreements, and electronic contracts are admissible in evidence under the Evidence Act. "In the case of *State of Punjab and Ors. vs. Amritsar Beverages Ltd. and Ors.*²³, the Supreme Court of India held that Section 63 of the Evidence Act covers the admissibility of computer outputs in diverse media such as paper, optical, or magnetic forms. In addition, Section 65-B of the Evidence Act outlines the method for presenting electronic documents as evidence. According to Section 65-B of the Evidence Act, any information contained in an electronic record produced by a computer that is printed, stored, or copied from it is assumed to be a document and can be used as evidence in any proceeding without the need for additional proof of the

²² R.K. Singh, *Law Relating to E-Contracts* (2d ed. 2016, LexisNexis).

²³ *State of Punjab v. Amritsar Beverages Ltd.*, (2006) 9 S.C.C. 377 (India)

original. However, under section 65-B of the Evidence Act, the admissibility of the same is subject to a number of restrictions. Procedures for verifying digital signatures are outlined in Section 73A.”

Unless the contrary is proven, Sections 85A and 85B of the Evidence Act²⁴ establish a presumption in favour of the authenticity of digital signatures in electronic contracts, the secure status of electronic documents, and digital signature certifications.

In the case of *Sudarshan Cargo Pvt. Ltd. v Techvac Engineering Pvt. Ltd*²⁵, the court observed that “The Information Technology Act, 2000 provides for legal recognition of transactions carried out through electronic communication that involve the use of alternatives to paperbased methods of communication and storage of information. Section 4 of the act provides that if the information is to be in writing or in the typewritten or printed form, the requirement is deemed to have been satisfied if such information is rendered or available in an electronic form and the same is accessible to be used for a subsequent reference. The Evidence Act, 1872, was also amended by this act.”

Issues faced by e-contract

The easy access to the internet, fax, computer programs or smart phones has acted as blood in the body of e-commerce industry of our country. The enforcement of Information Technology Act of 2000 has provided a legislative framework and governance to it. However, as nothing is perfect in this whole might world, this statue also has certain shortcomings pertaining to the raising issues in the country in respect of these e-contracts. Following is few issues faced by electronic contracts in our country:

a. Jurisdictional Issue

Paperless transactions like e-contract are borderless, therefore, it gets difficult to determine the jurisdiction i.e. the extent of the limit of the court’s authority over any suit or appeal at the time of breach of e- contracts.²⁶ As per Section 13(3)²⁷:

²⁴ Indian Evidence Act, 1872, §§ 85A–85B (India).

²⁵ *Sudarshan Cargo Pvt. Ltd. v. Techvac Eng’g Pvt. Ltd.*, 2013 (4) A.K.R. 654 (India).

²⁶ *All That You Must Know About E-Contracts*, iPleaders Blog, <https://blog.ipleaders.in/all-that-you-should-know-about-e-contracts/> (last visited Oct. 1, 2025).

²⁷ The Information Technology Act, 2000, § 13(3) (India).

- a. the place of business of the originator will be deemed to be place where the information was dispatched, and
- b. place of business of the addressee will be deemed to place where the information was received.

This implies that the location of computer sources through which it was dispatched and received, places no role in determining the jurisdiction of the case. However, this section limits the power provided by Section 20 of Code of Civil Procedure, 1908, as Section 20 'clause c' 'specifies that the suit can be instituted in the court within whose local jurisdiction the cause of action has aroused. Therefore, it raises the question over the jurisdiction of the courts as cause of action may arise in e-contract at the place where the electronic information was dispatched, irrespective of the fact of principle place of business²⁸.

In case of *P.R. Transport Agency vs. Union of India & others*²⁹, the Allahabad Court dealt with the question jurisdiction and held that the acceptance of the contract was sent through Email and received in Chandauli (U.P) and principle place of business of the petitioner was at Vanaras (U.P) thus, the place of jurisdiction on the present case lies in U.P.

“As electronic transactions have no boundaries, it has become difficult to deal with the jurisdictional issue, especially when both parties belong to different part of the world. The present legislations governing e-contract have failed to answer questions as to jurisdiction lies in which country in case of dispute, Law to be applied to solving the disputes (suppliers or consumers) or how will decision be enforced in both the countries.”³⁰

b. Parties to contract

Transactions in an electronic contract are between parties which are stranger to each other. This poses threat to both the contracting parties.³¹ As for validity of the contract under section 11³² it is necessary that parties are not minor, lunatic or disqualified by the law however, while executing e-contract the major question arises are over the competencies of the parties. Minors

²⁸ *Legal Regulation of E-Contract in India, Shodhganga*, http://shodhganga.inflibnet.ac.in/bitstream/10603/38507/14/14_chapter%207.pdf (last visited Oct. 1, 2025).

²⁹ *Hindustan Steelworks Constr. Ltd. v. Tarapore & Co.*, 2005 SCC OnLine All 880 (India).

³⁰ *Supra* note 28.

³¹ *Supra* note 28

³² *Supra* note 12

can easily enter into contracts through clickwrap or browse wrap contracts with the website. So, the legal liability is on the websites to ensure that the party contracting is competent under Indian Contract Act of 1872 for it³³. “To ensure the competency of the party, the online websites have come up with various methods such as signing up to the site, in which the person enters personal details including birth date ensuring the website that the party has the capacity to enter into the contract. It is sometimes accompanied with a dialogue box containing pictures, and users are required to identify things in them to ensure the lunacy of the party. Despite these methods the enforceability of e-contract is in question due to lack of stringent legislation to deal with such issue in depth.³⁴

c. Signature authentication

“Indian Contract Act of 1872 recognizes both oral and written contracts, therefore, it is not mandatory under this law for the valid contract to be signed by the parties. The signature in traditional contracts signifies the intention of the party to constitute the contract and has more legal value in the eyes of law. However, certain statute provides for the contract to be signed by both parties such as in case of Indian Copyright Act, 1957, etc. E-contract being generated through electronic means cannot be signed traditionally by the parties, so, it is required to be signed electronically through electronic signature or digital signature as defined under section 3-A³⁵ or Section 5³⁶. But, the major drawback of it is that not e-signature is not valid on every document. Documents like:

1. Negotiable instrument except the cheque
2. Powers of attorney
3. Trust Deed
4. Real Estate Documents

³³ *E-Commerce in India*, Nishith Desai Associates, http://www.nishithdesai.com/fileadmin/user_upload/pdfs/Research%20Papers/ECommerce_in_India.pdf (last visited Oct. 4, 2025).

³⁴ *Supra* note 28

³⁵ *Information Technology Act of 2000 (as amended by the Information Technology [Amendment] Act, 2008)* (India).

³⁶ The Information Technology Act, 2000, § 5 (India).

These are the documents which are required to be physically signed by the parties and Information Technology Act 2000 has no applicability over it.

d. Loss due to technical error

E-contracts are documents which are entered into by the parties through electronic transmissions and are stored in the virtual world. But, like paper transactions there is no safety in the information stored in the world. Though, it is believed that anything which enters the digital world always exists and is never lost yet there are no administrative, legal or judicial guidelines over the scenario where the whole information or part of information is lost due the failure of the technology.³⁷

Conclusion

E-contracts signify the evolution of traditional contract law into the digital era, providing greater efficiency, convenience, and global reach. In India, their legal status has been affirmed through the Information Technology Act, 2000, which recognizes the validity of electronic records and digital signatures. However, challenges remain regarding jurisdictional ambiguities, authentication of electronic signatures, and verification of parties' competence, particularly in cross-border contexts. To enhance their dependability, continuous legal reforms, robust data protection frameworks, and advanced technological safeguards are imperative. As India moves further toward a digital economy, e-contracts are poised to become a fundamental element of contemporary commercial and legal systems.

³⁷ *Information Technology Act, 2000 – A Contractual Perspective, EBC India*, <https://www.ebcindia.com/lawyer/articles/2004v1a2.html> (last visited Oct. 4, 2025).