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Juridical Analysis Related to the Use of Digital Evidence in Proving Violations of Debt and Receivables Agreements

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Abstract

This study aims to analyze the probative value of digital evidence in proving breaches of debt agreements and to identify the legal obstacles affecting its use. This study employs a normative legal method using both a statutory approach and a conceptual approach. The legal materials used consist of primary, secondary, and tertiary sources obtained through a literature review and supported by interview findings. The results of the study indicate that digital evidence possesses probative value and can be used to prove the existence of a legal relationship, the transfer of funds, the fulfillment of obligations, or breaches of obligations in debt-credit agreements. Digital evidence, such as transfer records, account transaction histories, emails, and electronic messages, can provide relevant information in the evidentiary process. However, its use still faces various obstacles, including issues related to document authenticity, data integrity, the potential manipulation of electronic information, and limited access to certain data. Therefore, an adequate understanding of the use of digital evidence is necessary to support the effectiveness of evidence in resolving civil disputes

INTRODUCTION

The development of information technology has brought significant changes to various aspects of people's lives, including civil law relations, particularly debt and receivables practices, which are now increasingly conducted through digital media (Prawirakusuma & Sulistiyantoro, 2024). The use of digital media in debt and receivables transactions has resulted in the increased utilization of electronic evidence, such as WhatsApp messages, transfer receipts, and electronic mail, as evidence in civil disputes. In everyday practice, formal financial institutions are not always involved in settling debt and receivables transactions. Some individuals continue to rely on informal lending services, commonly known as mobile banking services, because the process is considered faster, more accessible, and does not require complex administrative procedures (Larasati & Setiawan, 2022).

In modern society, agreements serve as fundamental legal instruments for regulating civil relationships between parties, both within individual legal relations and in the fields of business and commerce. Debt and receivables agreements, also known as loan agreements, are among the most common forms of agreements. These agreements are specifically regulated under the Civil Code (Kitab Undang-Undang Hukum Perdata) and constitute real agreements that arise upon the delivery of the object of the agreement. Juridically, debt and receivables agreements are regulated under Article 1754 of the Civil Code, which stipulates that a loan agreement is an agreement in which one party provides a certain amount of goods to another party, which will be consumed due to use. Debt and receivables agreements, like other agreements, must fulfill the requirements stipulated in Article 1320 of the Civil Code, namely the consent of the parties, the legal capacity to enter into an agreement, a certain

object, and a lawful cause. Since every individual seeks to achieve a decent and sufficient life, people generally strive to fulfill their needs, including through financial arrangements involving debt and receivables relationships.

To fulfill their living needs and develop their businesses, individuals often require sufficient capital. Business development generally requires adequate financial resources and investment. Borrowing from banks is usually conducted through relatively simple procedures, and in some cases, lending transactions are even carried out without comprehensive written agreements, relying primarily on trust between the lender and the borrower (Ramadhan et al., 2023). In practice, debt and receivables relationships are commonly proven through payment records, conversations conducted through messaging applications, and digital transfer receipts (Prawirakusuma & Sulistiyantoro, 2024).

According to Article 1313 of the Civil Code, an agreement is an act whereby one or more persons bind themselves to one or more other persons. As stipulated in Article 1338 of the Civil Code, agreements made legally shall bind the parties and must be performed in good faith. In debt and receivables relationships, the debtor has an obligation to repay the debt, while the creditor has the right to receive fulfillment of such obligations.

Problems often arise when debtors fail to perform their obligations in accordance with the terms of the agreement, resulting in a default or breach of contract (wanprestasi). In debt and receivables practices, defaults may occur in the form of delayed installment payments, failure to repay debts, or denial of the agreed debt amount (Utami & Hs, 2023). Because debt and receivables relationships are frequently conducted without strong written documentation, such circumstances often lead to disputes. Therefore, digital evidence plays an important role in proving the existence of a legal relationship and the occurrence of a breach of obligation committed by one of the parties.

Law Number 11 of 2008 concerning Information and Electronic Transactions, as amended by Law Number 19 of 2016, recognizes the use of digital evidence within the Indonesian legal system. Article 5 paragraph (1) of the Law on Electronic Information and Transactions stipulates that electronic information and/or electronic documents, including their printed forms, constitute valid legal evidence. This provision provides a legal basis for the utilization of digital evidence in proving civil cases, including disputes concerning defaults in debt and receivables agreements (Mirwansyah & Kholik, 2023).

Although digital evidence has been legally recognized, its application in practice still encounters various obstacles that affect its effectiveness. These obstacles include the possibility of electronic data manipulation, limited public understanding regarding the legal validity of digital evidence, and difficulties faced by parties in preserving and presenting complete electronic evidence (Alfathoni et al., 2024. Furthermore, many individuals remain unaware of the importance of preserving records of digital communications and transactions, which may create difficulties when proving breaches of obligations. Therefore, this research is necessary to examine the evidentiary strength of digital evidence and the legal barriers affecting its use in proving defaults in debt and receivables agreements.

Several previous studies have examined the position and evidentiary strength of electronic evidence within civil procedural law. However, these studies have generally focused on electronic evidence from a broader perspective and have not specifically examined the use of digital evidence in proving defaults in debt and receivables agreements,

particularly in relation to digital lending practices. Therefore, this study contributes novelty by examining the evidentiary strength of digital evidence and identifying the legal challenges that influence the use of such evidence in proving breaches of obligations in debt and receivables agreements.

The urgency of this research is supported by the increasing prevalence of digital transactions within Indonesian society and the growing number of disputes arising from informal digital lending practices. The absence of comprehensive guidance regarding the use of digital evidence in civil procedural law, combined with limited public awareness regarding the proper preservation and presentation of electronic evidence, creates significant challenges in proving defaults in debt and receivables agreements. As civil disputes increasingly involve digital evidence, there is an urgent need to provide a clearer understanding of the probative value of such evidence and to identify legal obstacles that hinder its effective utilization.

Based on the foregoing description, this study examines two research problems: first, how the evidentiary strength of digital evidence is applied in proving defaults in debt and receivables agreements; and second, what legal obstacles affect the use of digital evidence in proving defaults in debt and receivables agreements. This research aims to analyze the evidentiary strength of digital evidence in proving breaches of obligations in debt and receivables agreements and to examine the legal obstacles affecting the use of digital evidence in proving defaults within such agreements.

METHOD

This research employed a normative legal research method, which examined legal norms through the analysis of literature materials or secondary data consisting of primary and secondary legal materials. The research focused on legal norms governing the use of digital evidence in proving breaches of obligations in debt and receivables agreements. The approaches used included the statutory approach, case approach, and conceptual approach. The statutory approach was conducted by examining relevant regulations concerning digital evidence and defaults, while the case approach involved reviewing court decisions related to the use of digital evidence in default disputes. The conceptual approach was applied by examining legal doctrines and expert opinions regarding evidence, digital evidence, legal certainty, and default.

The legal materials analyzed consisted of primary and secondary legal materials. Primary legal materials included the Civil Code (Kitab Undang-Undang Hukum Perdata), the Herziene Indonesisch Reglement (HIR), the Law on Information and Electronic Transactions and its amendments, Law Number 10 of 1998 concerning Banking, and court decisions related to the use of digital evidence in proving defaults. Secondary legal materials consisted of books, scientific journals, research articles, theses, dissertations, and expert opinions. The collected legal materials were analyzed qualitatively through systematic assessment and legal interpretation, and conclusions were drawn using a deductive reasoning method, moving from general legal principles to specific legal issues.

RESULTS AND DISCUSSION

The Strength of Digital Evidence in Proving Defaults in Debt and Receivables Agreements.

Although digital evidence is legally recognized in cases of debt and receivables agreement defaults in Indonesia, their strength is relative and not automatically perfect, and is highly dependent on the fulfillment of formal and material requirements as well as the ability of the party submitting it to prove that the electronic data is genuine and accurate. According to Article 5 paragraphs (1) and (2) of Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law), as amended by Law Number 19 of 2016, electronic information, electronic documents, and/or printed results are considered valid legal evidence. This law also stipulates that digital evidence is considered an extension of electronic evidence (Soroinda & Nasution, 2022). Article 5 paragraph (3) of the ITE Law also states that electronic documents and/or electronic information are declared valid as long as the information contained in them can be accessed, displayed, guaranteed confidentiality, and can be accounted for so as to explain a situation (Ariana, 2022). In the Indonesian Civil Procedure Law system, judges are required to use valid evidence, which is regulated in Article 164 HIR/284 RBg, which includes letters, witnesses, suspicions, confessions, and oaths (Soroinda & Nasution, 2022).

Theoretically, evidentiary theory describes the evidentiary process in a legal case and how the judge obtains a belief about the truth of a disputed event. According to this theory, proof is a very important part of the judicial process because the parties must be able to prove the evidence presented before the judge. According to Subekti, (2014) evidence is something that is used to convince the truth of a postulate or event, while evidence is a means used by the parties to prove the postulate at trial. Therefore, the strength of proof of evidence is a factor that determines whether or not a postulate is accepted in the case examination process.

And theoretically, the theory of agreement also has a close relationship with proving default because a dispute of default is born from the existence of a legal relationship based on an agreement. The agreement theory explains that an agreement gives rise to rights and obligations for the parties that must be fulfilled in accordance with the content of the agreement. An agreement is a legal relationship between two or more parties that gives them rights and obligations. An agreement can also be called an agreement, because it is formed from an agreement between two parties to do or not to do a certain act (Oka, 2015). An agreement is an agreement in which the parties involved promise to perform certain obligations with the aim of binding both parties. This agreement creates interrelated rights and responsibilities that must be complied with by each party in accordance with the agreement (Nazar et al., 2024). In the context of a receivables agreement, the legal relationship gives birth to the debtor's obligation to return the loan and the creditor's right to obtain repayment in accordance with the agreement. In an agreement, a contract is required to ensure that both parties comply with the terms that have been agreed upon and do not commit any violation that could harm either party (Dikrurahman et al., 2024). Therefore, proof of default is not only aimed at proving the existence of a legal relationship between the parties, but also proves the implementation of achievements by creditors and non-fulfillment of obligations by the debtor.

Various forms of digital evidence used in community activities have emerged as a result of advances in information technology, such as electronic messages, e-mails, account mutations, CCTV camera recordings, electronic documents, and bank transfers. Since most legal relationships are conducted through electronic media, leaving behind digital recordings that can be used in the evidentiary process in court makes the presence of this evidence very important (Viana, 2025). Article 5 paragraph (1) and paragraph (2) of Law Number 19 of 2016 concerning Information and Electronic Transactions stipulates the position of digital evidence legally. Due to these provisions, electronic information, electronic documents, and printed results can be used as valid evidence under Indonesian procedural law. They can also be considered as an extension of the evidence that has been regulated in procedural law. With this recognition, digital evidence can be used in the case of a default on a debt and receivables agreement. Since documents and electronic mail have been recognized by the ITE Act, they can be used as evidence in civil cases. If they meet the requirements specified in the law, electronic proof can also be considered valid evidence.

Digital evidence can be used in cases of debt and receivables defaults to prove the delivery of money, the agreement of the parties, and the implementation of debt payment obligations. For example, account mutations and proof of bank transfers can show that the creditor has given money to the debtor. This evidence can also be used to determine whether the debtor has fulfilled his promise to pay or has actually defaulted. This is important because strong and convincing evidence is needed to state that a person committed a default before the court (Mirwansyah & Kholik, 2023).

The evidentiary strength of digital evidence is not only determined by its recognition as valid evidence, but also influenced by the aspects of authenticity and integrity of electronic documents. Electronic Certificates issued by Electronic Certification Providers (PSrE) are a way to ensure that electronic documents are genuine. Electronic certificates are used to ensure that the party conducting the electronic transaction is the real person. They also ensure that electronic information or documents have not changed since they were published or signed electronically. In addition, the existence of electronic certificates increases confidence in digital evidence because an electronic certification system that meets applicable standards of conduct allows judges to verify the identity of the signatory and the integrity of the document. Electronic certificates, such as in accounts receivable agreements, can help prove electronic documents in the event of a default dispute because they have a better authentication guarantee than uncertified electronic documents (Khairinif et al., 2022).

Based on the results of interviews with Bank X, digital evidence available in the banking system includes digital transfer evidence, transaction trail audits, electronic account mutations (e-statements), and CCTV footage of certain transactions. All of these tools are stored in the electronic banking system and can be used to prove that customers have made financial transactions. In addition, Bank X states that the security system for every digital transaction consists of encryption, one-time passwords (OTPs), biometrics, and automatic timekeeping. This mechanism ensures that the data is genuine and unaltered, so the risk of alteration or manipulation is minimized. Therefore, digital evidence has strong evidentiary power in cases of default in debts and receivables agreements because it has been legally recognized by the ITE Law, has the ability to show the legal relationship between the parties,

and has a high level of reliability if it comes from a trusted electronic system such as the banking system (Bank X Branch Operations, Personal Interview, June 22, 2026).

Legal Barriers Affecting the Use of Digital Evidence.

Although digital evidence has been legally recognized in Article 5 paragraph (1) and paragraph (2) of Law Number 19 of 2016 concerning Information and Electronic Transactions, there are still a number of legal challenges that hinder the use of these tools to prove a default on debt and receivables agreements. These barriers include electronic document authentication, data security, limited civil procedure legal arrangements, and access to banking transaction data.

1. Technical Barriers and Authentication

At trial, electronic evidence such as screenshots is often doubtful in authenticity because it is highly susceptible to manipulation without leaving a clear trace. Many parties do not store the entire digital evidence along with its metadata (data about the data, such as when it was created, the device of origin, and the history of changes). The court has difficulty ascertaining the forensic validity of electronic documents because there is no clear metadata and chain of custody. To ensure the fulfillment of material requirements, in many cases digital forensics is needed (Darizta et al., 2023).

2. Barriers Related to Electronic Data Integrity.

Electronic documents must be able to show that the data in them has not changed since they were created or stored. Provide an explanation that the evidentiary value of electronic documents is greatly influenced by the ability of the party submitting evidence to show that the electronic data is authentic and original. If there is an indication that the data has been altered, the strength of proof can be reduced or even rejected by the judge (Darizta et al., 2023). In addition, there are no clear regulations in the civil procedure law governing how electronic evidence must be examined. Although electronic evidence is recognized by the ITE Law, the civil procedure law in Indonesia still uses a conventional evidentiary system, which does not comprehensively regulate the electronic evidentiary mechanism. This condition causes differences in interpretation in judicial practice regarding the requirements for the acceptance and assessment of digital evidence (Soroinda & Nasution, 2022).

3. Data Manipulation Occurs

If electronic documents are not supported by an adequate security system, they can be altered or altered. Therefore, to ensure that the evidence submitted is truly authentic and has not undergone changes in some specific situations, additional checks are required, such as the use of digital forensic techniques. In addition, the party filing the lawsuit must still prove a default, providing an explanation that the party filing the breach must have the ability to provide sufficient evidence to prove that there is a legal relationship and a breach of obligation committed by the opposing party. Thus, even though digital evidence is recognized as valid evidence, its success in proving infringement still depends on the ability of the party submitting it to show that the evidence is genuine, honest, and relevant (Mirwansyah & Kholik, 2023).

4. Bank Secret Barriers

The results of the interview with Bank X show that one of the obstacles in using digital evidence to prove violations is that, based on the principle of bank secrecy regulated in Article 40 paragraph (1) of Law Number 10 of 1998 concerning Banking, people cannot

access banking transaction data. Although proof of transfer and account mutation may show that funds have been sent or payments have been made, data cannot be freely provided to another party without following applicable legal procedures. As a result, the process of proving a default often takes longer to obtain the necessary documents as digital evidence. However, because the banking documents come from the bank's electronic system that can be accounted for for their accuracy and reliability, they have a high probative value if successfully obtained in accordance with the applicable legal mechanism (Alkhseilat et al., 2024; Su, 2025).

The results of the interviews show that although banking data is very accurate and can be used to prove debts and receivables transactions, it often takes a fairly long administrative process to obtain the data. This can slow down the evidentiary process in a default dispute, especially when one of the parties needs transaction data to prove a breach of performance (Bank X Branch Operations, Personal Interview, June 22, 2026).

CONCLUSION

The results of the study show that digital evidence can be used to prove defaults in debt and receivables agreements. Article 5 of Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by Law Number 19 of 2016, stipulates that electronic information, electronic documents, and their printed forms can be used as valid evidence as an extension of the types of evidence recognized under Indonesian procedural law. Digital evidence, such as proof of transfer, electronic account statements, electronic mail, electronic messages, transaction audit trails, and CCTV recordings, can be used in practice to prove the existence of a legal relationship, the fulfillment of obligations, or breaches of obligations. However, the evidentiary value of digital evidence is not absolute, as it depends significantly on the fulfillment of formal and substantive requirements, particularly regarding the authenticity, integrity, and reliability of the electronic system that generates the evidence. Therefore, digital evidence originating from reliable electronic systems, such as banking systems, has stronger evidentiary value because such systems can ensure that the data presented before the court is authentic and accurate.

Based on the research findings, technical, juridical, and administrative factors constitute legal obstacles affecting the use of digital evidence in proving defaults in debt and receivables agreements. These obstacles include difficulties in proving the authenticity of electronic documents due to the potential manipulation of data, the inadequacy of metadata and the absence of a proper chain of custody, the lack of comprehensive regulations in civil procedural law governing the examination of electronic evidence, and restrictions on access to banking transaction data due to the principle of banking secrecy. Although electronic documents generated by banking systems are generally accurate and reliable, they must still be obtained and presented through appropriate legal procedures, which may slow down the evidentiary process before the court. Therefore, the effectiveness of digital evidence in proving defaults depends not only on its legal recognition as valid evidence but also on the ability of the party submitting the evidence to demonstrate that the electronic documents are authentic, reliable, and relevant, as well as on the availability of regulatory frameworks capable of accommodating technological developments within the civil evidence system.

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