

The legitimacy and procedure of electronic contracts in Islamic jurisprudence and Algerian legislation

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Abstract---The electronic contract is one of the innovations brought about by technological advancement. Islamic jurists have traditionally emphasised that the essence of contracts lies in the realisation of consent rather than form. This type of contract is permissible under Sharia law if it includes the essential elements, such as an offer and acceptance, and if the subject matter is lawful. Furthermore, Islamic jurisprudence emphasises documenting contractual relationships and verifying the identities of those involved to prevent uncertainty and disputes. The Algerian legislator has also shown interest in this type of contract by enacting relevant legislation, including Law 18-05 on electronic commerce. This law grants electronic contracts legal validity provided certain regulations are adhered to, such as the use of electronic signatures, ensuring data security and enabling contracts to be preserved and proven. This approach reflects the legislator's efforts to keep pace with digital developments while ensuring the protection of contracting parties and their rights.

Keywords---electronic contract, electronic signature, technological advancement, electronic commerce, digital developments.

Introduction

Islamic Sharia recognises the legitimacy of electronic contracts as long as they fulfil their essential elements: mutual consent, a lawful subject matter and a permissible cause. It does not require a specific means for the contract's conclusion. In Islam, the essence of contracts lies in achieving the intended purposes and meanings rather than in the words and appearances. Jurisprudential rules unanimously agree that 'contracts are valid through any means that indicate offer and acceptance', opening the door to modern contracting methods such as electronic contracts whenever the consent of both parties is achieved and the conditions are set in accordance with Sharia provisions.

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Furthermore, the principle of freedom of contract is enshrined in Islamic jurisprudence, thereby reinforcing the acceptance of remote contracting and the use of technology, provided it does not lead to uncertainty, fraud or harm. These are the fundamental criteria that govern the validity of contracts in Islam.

Undoubtedly, the world has recently witnessed a radical transformation in contracting methods and legal transactions, closely tied to rapid technological advancements and the reliance on modern communication tools. This has led to the emergence of a new type of contract, the 'electronic contract', which has become an urgent necessity in light of the digital environment imposed by e-commerce and online transactions. Despite this concept being relatively new, numerous legal questions arise regarding its legitimacy and compliance with general contract theory principles, as well as procedural aspects related to its establishment, proof, and execution.

The topic of 'Legitimacy and Procedure of Electronic Contracts in Islamic Jurisprudence and Algerian Legislation' is of paramount importance. Examining the extent to which various legal systems recognise electronic contracts and the procedures surrounding their establishment ensures the protection of the parties involved and achieves legal security in the digital environment. Furthermore, the world's fundamental transformation due to the digital revolution has made digital transformation an integral part of all institutions' and sectors' infrastructures, including the legal sector.

Technological advancements have directly impacted the nature of legal transactions, affecting their form, procedures and means of proof, thereby creating new challenges and opportunities. I chose this topic due to the rapid practical developments in the use of modern technologies, such as electronic signatures, smart contracts and digital platforms for providing legal services. This necessitates updating legislative and regulatory frameworks to keep pace with these developments. This study also aims to analyse the impact of digital transformation on traditional legal concepts and the legal system's ability to adapt to these changes, ensuring legal security and justice in the digital environment.

Accordingly, the following problem can be posed:

To what extent are electronic contracts legally binding, in terms of both legitimacy and procedures? How does this type of contracting align with the provisions of Islamic Sharia law, and what specific characteristics do electronic contracts have in light of technological advancements and challenges relating to proof, identity, consent and the protection of the weaker party?

To address these issues, I have devised the following outline:

Chapter One: The Legitimacy of Electronic Contracts in Islamic Jurisprudence and Algerian Legislation

Section One: The Legitimacy of Electronic Contracts in Islamic Jurisprudence

Section Two: Legitimacy of Electronic Contracts in Algerian Legislation

Chapter Two: Regulatory Procedures for Electronic Contracts in Islamic Jurisprudence and Algerian Legislation

Section One: Procedural Controls for Electronic Contracting in Islamic Jurisprudence

Section Two: Proof of Electronic Contracts

Chapter One: The Legitimacy of Electronic Contracts in Light of the General Contract Rules of Islamic Sharia and Algerian Law

In principle, electronic contracts are considered valid under both Islamic Sharia and Algerian law, provided they meet their essential requirements, the most important of which is mutual consent between the parties. Sharia does not stipulate a particular method of expressing intent, but rather focuses on the realisation of meaning and purpose. Scholars have established that 'the essence of contracts lies in the intended purposes and meanings, not in the words and forms'. This principle has

also been enshrined in Algerian law through Law 18-05, which recognises electronic contracts as valid provided they comply with the general legal conditions for contracts.

The legitimacy of electronic contracts is based on the general principles of contracts outlined in Islamic Sharia and civil law. This type of contract is considered valid and binding, both legally and religiously, when its essential elements are met. These include mutual consent between the contracting parties, lawful subject matter and permissible cause. There is no need for a written form or the physical presence of the parties. Consequently, electronic media are considered acceptable legal tools for concluding contracts and establishing the obligations arising from them.

In this chapter, we will address two main sections: the first will explore the basis of the legitimacy of electronic contracts in Islamic Sharia law according to general contract rules; the second will examine the legal framework for the legitimacy of electronic contracts under Algerian legislation.

Section One: The Legitimacy of Electronic Contracts in Islamic Sharia Law According to General Contract Rules

As contracting methods have evolved, contracts are no longer confined to traditional forms; they can now be concluded electronically. This development necessitates an examination of the legitimacy of these contracts in light of Sharia provisions. As Sharia is based on ease and consideration of interests, it does not stipulate a particular method for concluding a contract, but rather emphasises the importance of mutual consent and lawful objectives. Consequently, the legitimacy of electronic contracts is grounded in the general principles of contract law, which emphasise intent and the realisation of interests, rather than form.

Subsection One: Realisation of Consent in Electronic Contracts in Light of General Jurisprudential Rules

Scholars unanimously agree that mutual consent is essential for a contract to be valid under Islamic Sharia law. Consent does not have to be expressed verbally or in writing; it is sufficient for it to be conveyed by any means that clearly indicates it. In this context, intent expressed electronically is considered valid as long as the consent of both parties is established. Dr Wahba Al-Zuhaili observed that 'the offer and acceptance are valid through any means that indicate contracting, whether by speech, writing or gesture, even if conducted electronically, provided that it effectively expresses intent'¹.

As the principle of contracts in Islamic Sharia is permissibility, the means of contracting does not affect its validity provided consent exists, the subject matter is known and the intended purpose is lawful. Imam Al-Shatibi stated that 'the consideration in contracts is based on the realisation of the intended purpose of the contract, not on the formal appearances through which it is presented'².

From the above, we can conclude that expressing intent through electronic means does not affect the validity or legitimacy of the contract in Islamic jurisprudence.

Section Two: The Availability of Essential Elements and Legal Conditions in Electronic Contracts

For a contract to be valid under Sharia law, three essential elements must be present: the contracting parties, the subject matter and the form of the contract (i.e. the offer and acceptance). These elements can be fulfilled in electronic contracting provided there are two competent parties, lawful subject matter and a form expressing agreement. Dr Omar Suleiman Al-Ashqar observed that 'electronic contracts do not differ from Sharia contracts in terms of their essential elements; the only difference lies in the means employed, and there are no legal impediments to their adoption'³.

¹- Wahba al-Zuhayli, *Islamic Jurisprudence and Its Evidence*, Vol. 4, Dar al-Fikr, Damascus, 1997, p. 2806.

²- Al-Shatibi, *Al-Muwafaqat in Legal Foundations*, edited by Abdullah Darraz, Dar al-Ma'arifa, Beirut, vol. 2, p. 285.

³- Omar Suleiman Al-Ashqar, *Modern Contracts in Islamic Jurisprudence*, Dar Al-Nafaes, Amman, 2006, p. 143.

Additionally, Sharia contracts are not bound by specific formalities, but depend on the fulfilment of legal requirements. Therefore, using email or websites to express offers and acceptances does not contradict the general rules, but rather represents an evolution in method rather than principle. Dr Muhammad Al-Zuhaili emphasised that 'changing the means of contracting does not affect the ruling as long as the essential elements are fulfilled because Sharia is based on ease and the removal of hardship'⁴.

Section Two: The Legal Framework for the Legitimacy of Electronic Contracts in Algerian Legislation

With the rapid development of information and communication technology, contracting through electronic means has become increasingly common in various commercial and civil transactions. This shift has necessitated the establishment of a legal framework to regulate the legitimacy of electronic contracts and ensure the protection of those involved. Against this backdrop, the Algerian legislature has introduced specific legislation addressing e-commerce and setting out the conditions for the validity of contracts concluded digitally. The aim of this research is to highlight the legal framework governing the legitimacy of electronic contracts under Algerian legislation. In this section, we will therefore focus on the legal basis for electronic contracts in Algerian legislation and the legal guarantees for their legitimacy.

Subsection One: The Legal Basis for Electronic Contracts in Algerian Legislation

First: Legal Recognition of Electronic Contracts

The Algerian legislator has recognised the legitimacy of electronic contracts through Law No. 18-05 on e-commerce. This law states that electronic contracts are valid and binding if they meet the general contracting conditions set out in the Civil Code. These conditions primarily include mutual consent, lawful subject matter and permissible cause⁵.

Secondly, general contract rules apply to electronic contracts.

Electronic contracts are subject to the same general principles as traditional contracts, as set out in the Civil Code, particularly with regard to the expression of intent. Mutual consent can be demonstrated by exchanging electronic messages or by clicking an acceptance button, unless the contract stipulates a specific formal requirement⁶.

Subsection Two: Legal Guarantees for the Legitimacy of Electronic Contracts

First: The validity of electronic documents and electronic signatures

One of the most important guarantees that the legislator has established for the legitimacy of electronic contracts is the recognition of electronic documents as a legal means of proof. However, this only applies if they are secured by a reliable electronic signature, in accordance with Law No. 15-04 concerning electronic signatures and documentation⁷.

Second: consumer protection in electronic contracts

The Algerian legislature has introduced specific provisions to protect electronic consumers. Notably, suppliers are required to provide essential product information, and consumers have the right to withdraw from a contract within seven days without incurring penalties or providing justification. This enhances the legitimacy and transparency of electronic contracting⁸.

⁴- Muhammad al-Zuhayli, *General Legal Introduction*, Dar al-Fikr, Damascus, 2005, p. 221.

⁵- Law No. 18-05 of 10 May 2018 concerning Electronic Commerce, Official Gazette of the People's Democratic Republic of Algeria, No. 28.

⁶- See Articles 59 of the Algerian Civil Code and 10 of Law No. 18-05 concerning Electronic Commerce.

⁷- Law No. 15-04 of 1 February 2015 concerning Electronic Signing and Documentation, Official Gazette of the People's Democratic Republic of Algeria, No. 11.

⁸- Abdul Karim Ben Arabiya, *Consumer Protection in Electronic Contracts*, Dar Al-Jami'a Al-Jadida, Alexandria, 2019, p. 115.

Chapter Two: Regulatory Procedures for Electronic Contracts in Islamic Jurisprudence and Algerian Legislation

Electronic contracts are a modern form of transaction that has emerged alongside the development of digital technology and the growth of e-commerce. This has necessitated the codification and regulation of their procedures to protect the contracting parties. Due to the unique nature of these contracts, there is an urgent need for precise regulations that consider their electronic characteristics without compromising Sharia controls or legal rules.

Islamic jurisprudence addresses this type of contract through general principles of contracting, such as consent, offers and acceptance, and means of proof, while emphasising Sharia objectives of safeguarding rights. Similarly, Algerian legislation has sought to keep pace with these developments by incorporating specific provisions into the Civil Code and the Law on Electronic Signatures and Certification. These provisions govern the stages of contracts, their conditions, and the effects of obligations arising from them.

This chapter will therefore address the procedural controls for electronic contracting in Islamic jurisprudence and the proof of electronic contracts.

Section One: Procedural Controls for Electronic Contracting in Islamic Jurisprudence

Islamic jurisprudence recognises the principle of freedom to contract, provided that Sharia controls are observed. This applies to electronic contracting as a modern means of achieving transaction objectives. In this context, the procedural controls include the necessity of achieving complete consent between the contracting parties and ensuring clarity in the offer and acceptance, even if conducted electronically. They also include the absence of ambiguity or deceit, and the existence of a reliable means of proof to protect rights. In this section, we will address two subsections: the first will discuss controls for documentation and proof in unwritten contracts; the second will focus on the responsibilities of the contracting parties and guarantees for safeguarding rights in the digital environment.

Subsection One: Controls for Documentation and Proof in Unwritten Contracts

In this subsection, we will explore proof through informal writing from the other party and discuss the validity of testimony and acknowledgement in proving unwritten contracts.

First: Proof by informal writing from the opposing party.

A well-established principle in jurisprudence and law is that, although contracts are ideally documented in writing, they do not lose their right to proof in the absence of a written document. Most civil laws, including the law of evidence in several Arab countries, have adopted the principle of 'proof by writing', whereby the existence of a document or paper issued by the opposing party is considered proof. While this does not constitute complete written proof, it contains indications of a contractual relationship between the two parties⁹.

Examples of such writings include exchanged messages and emails, or any document containing the signature of the other party or their implicit acknowledgement of the contract. Islamic jurisprudence has also accepted such evidence when formal writing is unavailable, taking into account commercial and living realities and preventing harm, in accordance with the jurisprudential principle that 'harm must be removed'¹⁰. This is supported by the following verse from the Quran: 'O you who have believed, fulfil [all] contracts,¹¹' indicating the obligation to adhere to contracts, even if they are not formally documented, as long as their conclusion is established by any recognised means¹².

⁹- See Articles 13 and 48 of the Egyptian and Jordanian Evidence Laws, respectively, and Ibn Qudama's *Al-Mughni*, Vol. 4, p. 284, which discusses the admissibility of circumstantial evidence and unwritten proof in cases where direct proof is impossible, particularly in financial transactions.

¹⁰- Malik ibn Anas al-Asbahi, *Al-Muwatta*, Book of Judgments, Chapter on Judgments in Agriculture, Dar al-Rayan, Cairo, 1408 AH, 1st edition, p. 745.

¹¹- Surah Al-Ma'idah, verse 1.

¹²- See Al-Qarafi, *Al-Furuq*, Vol. 2, p. 107, where he discusses the legal principle 'harm must be removed' within the framework of public interest in transactions. Al-Zarqa also mentions in *General Legal Introduction*, Vol. 2, p. 947, that customary writings and

Second: the validity of testimony and acknowledgement in proving unwritten contracts.

When a written contract is unavailable, one of the most significant forms of evidence accepted for proving unwritten contracts is witness testimony and acknowledgement.

Acknowledgement refers to one party admitting to a judge that they entered into a contract or had an obligation, and it is considered one of the strongest forms of evidence. This is supported by the following Quranic verse: 'Except for one who bears witness to the truth while he knows it'¹³ (Quran 2:283), which praises testimony based on knowledge, indicating its validity. Additionally, the Prophet Muhammad (peace be upon him) stated: 'The burden of proof is on the claimant, and the oath is on the one who denies.'¹⁴

Subsection Two: Responsibilities of the Contracting Parties and Guarantees for Safeguarding Rights in the Digital Environment

Electronic contracts are distinguished by the fact that they are concluded 'remotely' via electronic communication, necessitating the establishment of execution and proof mechanisms that are compatible with the specifics of the digital environment. For example, under Algerian law, electronic contracts are given the same legal force as traditional contracts, provided they fulfil the requirements for electronic writing and signatures. This research highlights the importance of legal protection for electronic consumers, particularly with regard to prior information (i.e. ensuring that electronic contracting parties are informed about the essential details of the contract and their rights), and combatting electronic fraud. However, it is worth noting that the practical application of these guarantees is inconsistent and unstandardised across various Algerian cities¹⁵.

Section Two: Proof of Electronic Contracts

As we move towards a digital environment, electronic contracts are becoming an increasingly prevalent part of daily transactions, raising legal questions about their evidential strength. Proving electronic contracts is essential for protecting rights and resolving disputes, particularly when traditional paper forms and signatures are absent. Therefore, it is important to examine the admissibility of electronic contracts as evidence in court and the methods employed to prove them legally.

In this section, we will address two important subsections: the evidential validity of electronic contracts, and how electronic contracts can be proven.

Subsection One: The Evidential Validity of Electronic Contracts

Here, we will explore how courts accept electronic contracts as legal evidence, and whether they are considered to be valid in the same way as traditional contracts, or only partially valid. This includes examining the conditions that must be met for an electronic contract to be considered legally valid, such as the presence of a certified electronic signature, data integrity and technical protection measures. Proving electronic contracts is a fundamental challenge in Algerian law due to the novelty of digital transactions and the absence of traditional means of proof. Law No. 18-05, dated 10 May 2018 and concerning e-commerce, established the principle of the evidential validity of electronic documents. According to Article 13, "electronic data signed electronically enjoys the same evidential validity as writing on paper, provided that the identity of the sender can be verified and the integrity of the data is ensured"¹⁶. Therefore, when the technical and legal conditions are met, an electronic contract is considered an acceptable means of proof in Algerian courts, similar to traditional contracts.

circumstantial evidence are considered valid means of proving contracts, provided they indicate the agreement of both parties and the conclusion of the contract.

¹³- Surah Al-Zukhruf, verse 86.

¹⁴- Al-Hafiz Ibn Hajar al-Asqalanī, *Fath al-Bārī Sharh Sahīh al-Bukhārī*, Hadith No. 2524, Chapter: Oaths Regarding Property and Punishments', Part 5, Dar Al-Kutub Al-Ilmiyya, Beirut, 2nd edition, 1997, p. 334.

¹⁵- Jilali Ashir and Alal Qashi, 'The Legal System of Electronic Contracts in Algerian Legislation', article published in *Legal and Political Thought Journal*, University of Amar Thliji, Laghouat, No. 6, Vol. 2, 2 November 2022, pp. 706–723.

¹⁶- Law No. 18-05, dated 10 May 2018, concerning electronic commerce. Official Gazette of the People's Democratic Republic of Algeria, No. 28. Previous reference.

In terms of proving electronic contracts, Algerian legislation recognises several digital methods, including certified electronic signatures, authenticated electronic documents and data records extracted from reliable information systems. Executive Decree No. 20-260, dated 15 September 2020 and concerning trust in electronic transactions, outlines the criteria for accepting electronic signatures, the conditions for their adoption and the procedures for certifying electronic documents¹⁷.

It is therefore clear that Algerian law does not reject electronic proof, but rather requires technical guarantees to ensure the validity of the document and the identity of the parties involved. This reflects a trend towards adapting to the demands of the digital age without compromising the principles of proof.

Subsection Two: Means of Proving Electronic Contracts

This subsection focuses on the technical and legal evidence used to demonstrate the existence and contents of electronic contracts, including electronic signatures, electronic data records, exchanged emails and timestamping services. It also examines the admissibility of this evidence in court under national legislation and international standards. The means of proving electronic contracts are precise legal matters necessitated by technological advancement. Algerian legal scholarship has addressed these methods as extensions of traditional proof techniques within an electronic framework. The most prominent of these are electronic signatures, electronic documents, digital records, emails and electronic certifications issued by accredited bodies. Dr Bouchnafa Abdel Karim observed that ‘proof by electronic means remains a form of written proof, albeit in a new format, which requires the adoption of technical and legal conditions to ensure its validity in court’¹⁸. This means that these methods are only accepted if they are credible, if their source can be easily verified, and if their content is intact.

In this context, Dr Bouhenia Qawi asserts that ‘emails and digital correspondence can constitute conclusive evidence of a contract if they are accompanied by a reliable electronic signature and preserved in a manner that ensures protection against forgery or alteration’.¹⁹ This highlights the role of bodies issuing electronic certification in ensuring the credibility of the means used for proof. It also requires judges to examine the technical structure of electronic evidence to verify its compliance with legal conditions. Consequently, while electronic proof of contracts is considered acceptable in principle under Algerian law, its practical application depends on verification of credibility according to precise technical and legal standards.

Subsection Three: Challenges of Proof in Electronic Contracts and Legislative Guarantees

One of the most prominent issues arising from the transition from paper documents to digital formats is the challenge of proof in electronic contracts. Traditional methods are no longer capable of keeping pace with electronic contracting practices. The main issue lies in the admissibility of electronic evidence, such as emails and digital signatures, in court, particularly in the absence of detailed provisions for evaluating such evidence.

Dr Bouchnafa Abdel Karim observed that electronic contracts present practical and legal challenges in terms of proof, particularly with regard to identity verification, the timing of contract conclusion and data integrity — all of which are critical factors in establishing and validating the contract²⁰. This indicates that judges face a significantly greater burden in verifying the credibility of the means employed for proof.

¹⁷- Executive Decree No. 20-260, dated 15 September 2020 and specifying the methods for implementing certain provisions of Law No. 18-05 concerning electronic commerce (Official Gazette, No. 55).

¹⁸- Abdul Karim Bouchnafa, *Electronic Proof in Algerian Legislation*, Dar Houma, Algeria, 2019, p. 85.

¹⁹- Qawi Bouhanania, *Civil Law and Proof in the Digital Environment*, Dar Al-Khaldounia, Algeria, 2021, p. 112.

²⁰- A. K. Bouchnafa, *Electronic Proof in Algerian Legislation*, previous reference, p. 109.

Despite these challenges, the Algerian legislator has attempted to enhance the validity of digital proof through Law No. 18-05 on e-commerce and Executive Decree No. 20-260 on the regulation of electronic signatures. In this context, Dr Bouhenia Qawi emphasises that 'Algerian law has established a general framework for the validity of electronic documents; however, the effectiveness of these guarantees remains contingent upon the availability of a reliable digital infrastructure and reliance on trustworthy certification bodies authorised to authenticate electronic signatures and documents.'²¹

In conclusion, the existing legislative guarantees are an important step towards achieving legal security in digital transactions. However, extensive technical and administrative activation is still required to ensure their effectiveness in practice.

Conclusion

This study shows that electronic contracts are an inevitable development in the context of the digital revolution. Islamic jurisprudence and Algerian legislation are increasingly focused on ensuring they align with legal and Sharia principles. Despite some challenges relating to proof and consent, doctrinal foundations and modern regulations have enhanced their legitimacy. Unifying the efforts of scholars and legislators is essential to protect contracting parties and achieve justice, while further diligence is required to keep pace with ongoing technological developments.

The following results and recommendations have therefore been reached:

First: Results

1. Electronic contracts are permissible under Sharia law if the essential elements of an offer, acceptance and consent are met.
2. Algerian legislation recognises electronic contracts through the E-Commerce Law and the Electronic Signature Law.
3. Electronic proof methods are accepted in Sharia law if the documentation is just and reliable.
4. Jurisprudential challenges often revolve around defining the form, time and place of electronic contracts.
5. If used correctly according to Sharia guidelines, electronic contracts do not conflict with the objectives of Sharia.

Second: recommendations

1. In terms of Sharia, strengthen collective scholarly efforts to issue contemporary fatwas that regulate electronic contracts.
2. In terms of Sharia, ensure that consent between contracting parties is verified using reliable means.
3. Procedurally, update Algerian laws to align with technological advancements and provide greater legal protection.
4. Require electronic platforms to provide clear model contracts that adhere to Sharia principles.
5. Both Sharia and procedural: establish electronic Sharia oversight bodies to review contracts circulated online.

List of sources and references:

First: The Holy Quran

Second: Hadith collections

1. Al-Hafiz Ibn Hajar al-Asqalānī, The Opening of al-Bukhārī with the Explanation of Sahīh al-Bukhārī, Hadith No. 2524, Chapter: Oaths on the Defendant in Matters of Money and Hudud, Part 5, Dar Al-Kutub Al-Ilmiyya, Beirut, 2nd edition, 1997.
2. Malik ibn Anas al-Asbahi, Al-Muwatta, Book of Judgments, Chapter on Judgment in Sharecropping, Dar al-Rayyan, Cairo, 1408 AH, 1st edition.

Third: Books of Islamic Jurisprudence (Fiqh).

²¹- Qawi Bouhania, Civil Law and Proof in the Digital Environment, previous reference, p. 132.

1. Shihab al-Din Abu al-Abbas Ahmad ibn Idris al-Sanhaji al-Qarafi, *The Differences*, Resala Alimiya Foundation, 1st edition, vol. 2, 2002.
2. Mostafa Ahmad al-Zargua, *General Introduction to Jurisprudence*, Dar Al-Qalam for Printing, Publishing and Distribution, 1st edition, vol. 2, 1991.
3. Mowaffak al-Din Abu Mohammad 'Abdullah ibn Ahmad ibn Muhammad ibn Qudama al-Maqdisi, *The Enrichment in the Jurisprudence of Imam Ahmad ibn Hanbal al-Shaibani*, Dar al-Fikr, Beirut, 1st edition, 1405 AH, vol. 4.

Fourth: general books.

1. Wahba al-Zouhayli, *Islamic Jurisprudence and Its Evidences*, Vol. 4, Dar Al-Fikr, Damascus, 1997.
2. Al-Shatibi, *The Approvals in the Foundations of Sharia*, edited by Abdullah Darraz, Dar al-Ma'rifah, Beirut, vol. 2.
3. Omar Sulaiman al-Ashqar, *Modern Contracts in Islamic Jurisprudence*, Dar Al-Nafa'is, Amman, 2006.
4. Abdul Karim bin Arabiya, *Consumer Protection in Electronic Contracts*, Dar Al-Jami'a Al-Jadida, Alexandria, 2019.
5. Abdel Karim Bouchnafa, *Electronic Proof in Algerian Legislation*, Dar Houma, Algeria, 2019.
6. Kawi Bouhenia, *Civil Law and Evidence in the Digital Environment*, Dar Al-Khaldounia, Algeria, 2021.

Fifth: laws

1. Law No. 18-05 of 10 May 2018 relating to electronic commerce (Official Gazette of the People's Democratic Republic of Algeria, No. 28).
2. Law No. 15-04 of 1 February 2015 relating to electronic signatures and authentication, Official Gazette of the People's Democratic Republic of Algeria, No. 11.
3. Executive Decree No. 20-260 of 15 September 2020, specifying the modalities for implementing certain provisions of Law No. 18-05 relating to electronic commerce (Official Gazette, No. 55).
4. Egyptian Law of Evidence No. 25 of 1968. This is the primary legislation that regulates methods of proof in civil and commercial matters in the Arab Republic of Egypt. It was published in the Official Gazette on 30 May 1968 (No. 22).

Scholarly articles:

1. Ochir, J. and Qachi, A., 'The Legal System of the Electronic Contract in Algerian Legislation', *Journal of Legal and Political Thought*, University of Amar Thlidji, Laghouat, Vol. 2, No. 6, 11 February 2022.