

ABSTRACT

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JURIDICAL ANALYSIS OF ELECTRONIC EVIDENCE IN PROVING TORT CASES (CASE STUDY ON VERDICT NUMBER : 736/PDT.G/2018/PN JKT.SEL)

(viii + 72 pages); 2 tables; 3 appendix

Performance in the agreement is giving something, doing something, or not doing something. In the agreement, the party that does not fulfill the promised performance means that it has committed a default. Legal certainty states that a rule of law is formed and determined with certainty because it regulates clearly and fairly. In this study the authors focus more on normative-empirical data in conducting this analysis, the normative-empirical legal research method is appropriate for studying the regulation of electronic evidence in the civil procedural law system in Indonesia. In the judicial process, before arriving at a final conclusion to decide on a decision, the court must be guided by the principle of proof, namely the law of evidence. The Civil Code does not yet recognize electronic evidence in the form of e-mail as evidence in proving default cases in Indonesia because the Civil Code was in effect in the 18th century, so Article 1866 of the Civil Code regarding evidence is no longer relevant to the current situation. Even though electronic evidence has been regulated in the ITE Law, the provisions of the ITE Law regarding electronic evidence are only an extension of material law, so the position is not clear, therefore it needs to be supplemented with formal law.

Keyword : Default, Proof, Electronic Evidence.

References : 53 (1971 – 2022)