



The Probative Value of Electronic Documents and Electronic Signature in Evidence under Law No. 26-02

Bensot Soraya

Faculty of Law and Political Science, Akli Mohand Oulhadj University of Bouira , Algeria

Abstract

The technological development led to expanding the scope of digitization as well as driving electronic transactions to evolve beyond their traditional status into a more efficient digital format. On this basis, the Algerian legislator has accorded particular attention this matter by amending the Law No. 15-04 of 2015 by virtue of the Law No. 26-02 dated on 17 February 2026, which establishes the general rules governing trust services for electronic transactions and electronic identification. This legislative reform also ensures equality between the electronic signature and electronic documents, on the one hand, and the handwritten signature and paper-based documents, on the other hand, with respect to their probative value.

Keywords: Electronic documents, electronic signature, electronic transactions, probative value.

Received: 23/11/2025 ;

Accepted : 28/04/2026 ;

Published : 19/05/2026

Introduction

In light of the accelerated digital transformation witnessed by financial and commercial institutions, electronic transactions have emerged as an effective alternative to the traditional transactions that relied on paper-based means. However, this transformation has generated substantial legal and technical challenges represented in the incompatibility of traditional (handwritten) signature mechanisms in addition to the virtual and decentralized nature of the digital environment.

Electronic transactions require security and evidentiary guarantees that exceed what traditional means provide. This necessitated the search for a technical alternative that fulfills the requirements of authenticity, integrity, and irrevocability. This alternative took the form of the “electronic signature,” defined as electronic data attached to or logically associated with other electronic data that are used to identify the signatory and indicate his or her consent to the signed digital content.

This concept saw its first practical applications in the banking services sector, specifically after the banks had launched electronic payment services via bank cards (Credit/Debit Cards). Accordingly, the electronic signature became an essential mechanism for remotely completing financial operations and ensuring their legal validity. This prompted the Algerian legislator to amend its laws, most notably Law No. 26-02, which specifies the general rules relating to trust services for electronic transactions and electronic identification.

Yet, the question currently raised lies in the extent of the probative value of these electronic documents and the electronic signature in evidence under Law No. 26-02. Do they have the same probative value as traditional documents and handwritten signatures, or they differ?

To answer this question, the researcher found it appropriate to divide this research paper into two sections, as follows:

Section One: The Legal System of the Electronic Document under Law No. 26-02

Section Two: The Evidentiary Force of the Electronic Signature and Digital Authentication under Law No. 26-02

Section One: The Legal System of the Electronic Document under Law No. 26-02

Proving electronic Deeds and documents is among the issues that have become aggravated in the Arab world in general and Algeria in particular. This is due to the remarkable and rapid developments witnessed by the world today regarding the use of electronic networks, and the increasing need to employ them in various fields of life. By way of example, we may mention electronic commerce and electronic shopping, which prompted transactors to participate in various electronic agreements by presenting terms to be adhered to by both parties, in what are known as electronic Deeds.

However, there are cases where the parties contracting electronically do not agree on what is stipulated in the contract. Hence, if these documents were insufficient for proof, one party's rights would be violated.

This drove electronic documents into decline as a result of the shaken confidence of electronic transactors. This, in turn, prompted the Algerian legislator to keep pace with the information revolution by adopting these documents in the field of evidence before the judge. Therefore, in this section we study the establishment of the concept of the electronic document in the Algerian legislation (First Requirement), then proceed to address the standards for the integrity and preservation of the digital document (Second Requirement).

The First Requirement: Consolidation of the Concept of the Electronic Deed in the Algerian Legislation

Various countries have paid attention to the imperative need to regulate electronic transactions. This is evident in the notable efforts to establish legal rules that facilitate adopting this type of transaction. For example, the European Directive adopted by the European Union on 13 December 1999, comprises 5 annexes and 15 articles, influenced in this regard by the UNCITRAL Model Law on Electronic Commerce of 1996.¹

In the same respect, national legislations have shown interest in this regard, including Law No. 15-04 which establishes the general rules relating to the electronic signature and electronic certification², then the Electronic Commerce Law No. 18-05 of 2018³. This was also followed by Law No. 26-02 which introduces the general rules relating to trust services for electronic transactions and electronic identification, amending and supplementing the previously mentioned Law No. 15-04.⁴

Hence, in this requirement, a study of the concept of electronic documents (First Branch), as well as the conditions for the preservation of electronic documents under Law No. 26-02 (Second Branch) are addressed.

First Branch: The Concept of Digital Documents and Deeds

First: The Doctrinal Definition of Digital Documents and Deeds

Before addressing the definition of electronic deeds, it is necessary to first tackle the definition of the deed itself, then proceed to address the definition of the electronic deed, as follows:

¹ Lorence Mohamed Obaidat, Proving the Electronic Deeds, Dar Al-Thaqafa for Publishing and Distribution, 1st Edition, Amman, 2005.p. 18.

² Law No. 15-04 dated on February 1st, 2015, determining the general rules relating to electronic signature and certification, Official Journal, No. 06, issued on February 1st , 2015, as amended and supplemented by Law 26-02 of 2026.

³ Law No. 18-05 dated on 10 May 10th, 2018, relating to electronic commerce, Official Journal, No. 28, issued on May 16th, 2018.

⁴ Law No. 26-02 dated on February 17th, 2026, determining the general rules relating to trust services for electronic transactions and electronic identification, Official Journal, No. 14, issued on February 18th, 2026, amending and supplementing Law No. 15-04 of 2015.

The deed: It is any writing that can be read and is intended for a specific purpose in whatever form; composed of letters and numbers or containing different signs and symbols, with the aim of bringing two parties together or for a specific objective.¹

Accordingly, the concept of the electronic deed is derived from the definition of the deed itself; it is an electronic medium containing legal facts as well as digital data that are documented electronically². It also permits their conversion into paper deeds, extracted by electronic scanning devices or other digital apparatus, making them equivalent to traditional deeds.

Consequently, the writing contained in traditional deeds does not differ from that contained in digital deeds, although it is considered an essential element in each of them. It became associated with the electronic signature rather than the traditional signature in contracts. Hence, the definition of electronic writing may be inferred from Article 323 bis and Article 323 bis 1 of the Civil Code, which states: "Proof by writing results from a sequence of letters, descriptions, numbers, or any signs or symbols having an intelligible meaning, regardless of the medium containing them and the methods of their transmission."³

Based on this, it can be concluded that the Algerian legislator has broadened the scope of the concept of written evidence; ultimately assigning the electronic deeds with the same role as that performed by traditional deeds. Yet, the writing is processed digitally and its information is stored electronically, allowing those supervising it to retrieve it later by means of a single button.⁴

Second: The Legal Definition of Electronic Deeds

The Algerian legislator did not address the definition of the electronic document in Law No. 15-04 of 201. However, after its amendment under Law No. 26-02, it defined it as any document or content created, sent, or received in any digital, electronic, or even magnetic form, or by any other digital means.⁵

Moreover, it merely defined the electronic authentication certificate as any deed by which the existence of a relationship between the parties to the electronic contract is proven⁶. Although this is not a direct definition, it implies the existence of a digital document through which the concerned parties present the data for the verification of the electronic signature.

This indicates the Algerian legislator's diligence in expanding the scope of proving electronic transactions and distinguishing them from ordinary deeds. This is in light of Law No. 26-02 relating to the general rules on trust services for electronic transactions and electronic identification.

Second Branch: Conditions for the Preservation of Electronic Documents under Law No. 26-02

Electronic documents and deeds are preserved in their original form through technological procedures that maintain their reliability and allow for retrieval when necessary⁷. Hence, if the applicable legislation requires the preservation of an electronic document or deed, this condition must be fulfilled through the following requirements⁸:

¹Omar Saeed Ramadan, *Explanation of the Penal Code, The Special Part*, 1st Edition, Dar Al-Nahda Al-Arabiya, Cairo, 1986. P144.

² Abdel Fatah Bayoumi Hijazy, *Electronic Signatures in Comparative Legal Systems*, 1st Edition, Dar Al-Fikr Al-Jamei, Egypt, 2005. P417.

³ Law No. 05-10 dated in 2005, containing the Civil Code, Official Journal, No. 44, issued on 20 June 2005, as amended and supplemented.

⁴ Mansour Daoud, "The Legal Value of Blockchain and Its Role in the Scope of Digital Documentation of Electronic Transactions," *Journal of Law and Human Sciences, Algeria*, Vol. 14, No. 2, 2021. p276

⁵ Article 2, Paragraph 32, Law 26-02, the previous reference.

⁶ Article 2, Paragraph 7, Law 15-04 as amended and supplemented, the previous reference.

⁷ Article 58, Law 26-02, the previous reference.

⁸ Article 59, Law 26-02, the previous reference.

1. Digital documents and deeds must be preserved in the form in which they were created, sent, or received.
2. The digital deed must be archived in a manner that allows proving that it accurately represents the original data that were created, sent, or received.
3. Previously archived data must remain preserved in a manner that allows for their retrieval when needed.
4. Preservation allows for the identification of the parties involved in the electronic deeds, namely the sender and the recipient, as well as the date of their sending and receipt when required.
5. Public administrations and institutions, as well as private institutions, may include any additional information, provided that it does not conflict with the provisions of Law No. 26-02 under consideration. This is for the purpose of preserving the digital documents falling within their jurisdiction.

Electronic documents and deeds may be preserved in their original form when the legislation requires so and when the following conditions are met¹:

1. The existence of a full and sufficient assurance regarding the integrity of the document since its creation as an electronic deed.
2. In case the digital document allows the data recorded on it to be displayed each time it is requested.²
3. If the electronic deed complies with the conditions introduced by the public administrations and institutions supervising it.

The Second Requirement: The Probative Value of Electronic Deeds

First Branch: The Principle of Functional Equivalence

The principle of functional equivalence refers to the equality in the probative value between digital deeds and documents, on the one hand, and traditional deeds that are based on the paper system, on the other hand.

This appears in the form of writing; as traditional documents required tangible and physically present papers without alteration of the data recorded in them such as the parties' information, the subject matter of the contract, the seal, the date, etc. In this case, the opposing party may not prove the contrary of what the notary has recorded within the powers accorded to him by the legislator, except by means of forgery which is contrary to the Sharia and law.

Pursuant to the Civil Code, Articles 324 bis 5, bis 6, and bis 7, and Article 327, stipulate a condition for traditional customary deeds to constitute conclusive evidence. In this regard, the accused party must not deny that the signature is issued by him/her; otherwise, the burden of proof falls on the party insisting that the signature is issued by the denying party.³

However, the probative value of the digital deeds and documents depends on the fulfillment of several conditions that rely on the use of digital controls, rules, and procedures. Based, on a reading of Article 323 bis 1, there is a legal presumption of the validity of physical documents until proven otherwise.⁴

This can be attributed to what the Algerian legislator stipulated regarding the probative value of digital deeds in accordance with conditions and controls to ensure their integrity, which are examined in the following branch.

¹ Article 60, Law 26-02, the previous reference.

² Article 53, Law 26-02, the previous reference.

³ Articles 324 and 327, Ordinance 75/58 of September 26, 1975, containing the Algerian Civil Code, Official Gazette, No. 78, issued on September 30, 1975, as amended and supplemented.

⁴ Article 323 bis 1, Civil Code, the previous reference.

Second Branch: Conditions for the Validity of Electronic Deeds

The Algerian legislator has stipulated the following conditions for the validity of digital deeds, regardless of their nature:

1. **Comprehensible and readable writing:** Digital documents and deeds are generally in the form of algorithmic equations created by inputting the data and information pertaining to both parties and the document into computer screens as well as their subsequent output. Hence, to rely on them on any circumstances, it is necessary to resort to digital processing systems that enable the reading of the deed's data as well as understanding the content of the message, since these may take the form of encrypted messages.¹
2. **Possibility of preserving digital deeds in their original form:** The Algerian legislator included this condition to emphasize that electronic deeds, once stored, will not undergo any alteration of their data.²
3. **Possibility of retrieving archived digital documents:** Having permitted the secure preservation of electronic deeds, the Algerian legislator likewise authorized their retrieval when needed, for there is no benefit in storing information or data that cannot be accessed.³
4. **Condition of Signature and Authentication:** The legislator did not require a signature prior to the amendment of Law No. 15-04 as there used to be a recourse to the general rules of evidence, which required the authentication of the signature. However, pursuant to Article 02 of Law No. 26-02, the Algerian legislator addressed the definition of the electronic signature and introduced the digital signature certificate, which proves the relationship between the data establishing the validity of the electronic signature and the signatory.⁴

Section Two: The Evidentiary Force of the Electronic Signature and Digital Certification under Law No. 26-02

The Algerian legislator has adopted signatures as a means of proving digital documents and deeds. For the digital signature and certification to be legally valid, they must be mandatory in the deeds and electronic documents intended to be proven by signature, in accordance with the legally specified conditions addressed in the First Requirement. As for the Second Requirement, it will tackle the authentication of the electronic signature.

First Requirement: The Legal Probative Value of the Electronic Signature

The signature, in general, is closely linked to writing as it is a traditional means of proof. Since it has assumed an electronic form, becoming thereafter known as the electronic signature, a set of conditions must be met for its realization (First Branch). This is in addition to other conditions for using it as evidence (Second Branch).

First Branch: Conditions for the Realization of the Electronic Signature

The Algerian legislator stipulated in Article 04 of Law No. 26-02, which establishes the general rules relating to trust services for electronic transactions and electronic identification that the electronic signature must meet the following conditions⁵:

1 Lorence Mohamed Obaidat, the previous reference. P19.

2 Khaled Mamdouh Ibrahim, Conclusion of the Electronic Contract - A Comparative Study-, Dar Al-Fikr Al-Jamiei, 2006. P180.

³ Ali Rahal, "The Admissibility of Electronic Documents in Evidence in Light of the Algerian and the Comparative Legislation," Tabna Journal for Academic Scientific Studies, University of Algiers 1, Algeria, Vol. 04, No. 02, Special Issue, 2021.

⁴ Article 2, Law 26-02, the previous reference.

⁵ Article 4, Law 26-02, the previous reference.

- The electronic signature or electronic seal must be linked to the signatory or the holder of the seal in a reliable manner.
- The electronic signature or electronic seal must enable the determination of the identity of the signatory on digital deeds, or the identity of the creator of the seal in case its verification is requested. In this regard, the legislator has defined identity as the set of characteristics and attributes that allow for the recognition of a person in a sound and direct manner¹.
- Both the digital signature and seal must have a connection to the data and information in a manner that makes any future modifications to the recorded information detectable.
- An electronic signature must be created using its own creation data, which allow the signatory to use them at his/her disposal to create a digital signature.

Based on this analysis, we observe that the Algerian legislator has accorded great attention to the electronic signature in its various fields by stipulating a set of conditions for its availability. This reflects its recognition and its substitution for the traditional signature in matters of evidence. This prompts transactors to resort to it thanks to its multiple characteristics, such as saving time and effort as well as other advantages that indicate its security and safety.

However, in addition to the conditions mentioned above in Article 04 of Law No. 26-02, and in order to preserve data security and the privacy of the parties, the Algerian legislator stipulated two conditions. These are concerned with the validation of both the electronic signature for natural persons, as the signatory of the digital signature is limited to the natural person, or the electronic seal for legal persons, since the creator of the seal is the legal person, such as institutions, companies, administrations, and others. These conditions are presented as follows²:

- The creation of a qualified electronic signature or a qualified electronic seal must be based on a qualified electronic certificate because the qualified electronic signature is considered equivalent to the traditional handwritten signature³. This is in accordance with the requirements and provisions of Law No. 26-02 establishing the general rules relating to trust services for electronic transactions and electronic identification of 2026, which amends and supplements Law No. 15-04.
- The digital signature must be created by means of a qualified mechanism for creating an electronic signature, and the same applies to the qualified electronic seal. This refers to an information system or device dedicated to creating a digital signature or seal.⁴

Second Branch: Conditions for Using the Electronic Signature as Evidence

The Arab systems that have accorded legal probative value to the digital signature for evidentiary purposes, aiming to enhance the validity of the signature and the provide trust services, have agreed that a set of conditions must be met to enjoy this status. These conditions vary from one legislation to another, yet they share fundamental requirements that cannot be waived in the verification process to prove validity.⁵

As for proving the electronic signature, they stipulated for the digital signature, to be equal with the handwritten signature in terms of evidence, that it must have been used by one of the means that secure the electronic signature. It must be also accompanied by an accredited certificate proving the extent of the validity of this signature, issued by an authorized certification body.⁶

¹ Article 2, Law 26-02, the previous reference.

² Article 5, Law 26-02, the previous reference.

³ Article 7, Law 26-02, the previous reference.

⁴ Article 2, Paragraph 8, Law 26-02, the previous reference.

⁵ Amro Ahmed Abdel Moneim Dabsh, The Evidence of Electronic Documents, "Electronic Evidence," *Journal of Legal and Social Sciences*, Ziane Achour University of Djelfa, Vol. 4, No. 1, (March 2019). P47.

⁶ Iyad Mohamed Aref Atta Sada, The Extent of the Admissibility of Electronic Documents in Evidence, Master's Thesis, An-Najah National University, Palestine, 2009. P155.

Among these legislations, the Algerian legislator has paid great attention to electronic signatures and their authentication. This is found in Law No. 15-04, as amended and supplemented in Chapter Two under the title “Electronic Signature” specifically in Article 07, from which the following can be deduce¹:

- The electronic signature must be based on an electronic certification certificate.
- The electronic signature must be linked to the signatory alone; not to anyone else.
- The digital signature must allow for the easy identification of the signatory.
- It must be created by means of a secure mechanism dedicated to creating the electronic signature.
- The means used to create it must be under the complete control of the signatory. This applies to both the creation process and the means used at the time of signing.
- It must relate to the data it documents in a manner that allows for the detection of the prepared information or any attempt to modify it.

In addition, Article 11 of Law No. 26-02 provides the following conditions for proving the validity of both the electronic signature and the electronic seal:

1. The legislator requires that the data and information provided by the approved electronic signature and seal must match the data provided to the user.²
2. The information concerning the electronic signatory, or the creator of the electronic seal, must be provided in the correct form. That is to say, the signatory’s data that is contained in the signature certificate or the electronic seal certificate must be correct and valid.
3. In case it was used, the pseudonym used by the user must be stated directly and clearly; whether in the electronic signature or in case of creating an electronic seal. This is for avoiding to hinder the identification of persons and in accordance with Article 21 of Law No. 26-02 under study.

Second Requirement: Authentication of the Electronic Signature

After studying electronic deeds and the electronic signature as well as their probative value in evidence under Law No. 26-02, which establishes the general rules relating to trust services for electronic transactions and electronic identification, we now move to the authentication stage. This later is a crucial step in establishing the validity and probative value of a signature since the digital signature or electronic seal is attributed to the person who creates it.

Therefore, in this Requirement, an examination of the bodies responsible for electronic authentication is presented in the First Branch. Then, electronic authentication certificates are addressed in the Second Branch.

First Branch: Electronic Authentication Bodies

To improve electronic transactions and ensure their continuity, trust and confidence are essential requirements among electronic transactors since they are dealing with unknown parties and do not meet in person. This necessitates the legislator to establish guarantees to ensure the identification of the contracting parties remotely and to determine the true nature of their transaction.³

Therefore, the existence of a third party trusted by both transactors is required. This party is tasked with examining the validity and seriousness of the digitally produced contractual intent attributed to the parties

¹ Article 7, Law 15-04 as amended and supplemented, the previous reference.

² Article 2, paragraph 22 of Law 26-02 defines the user as: any person acting on the basis of the trust service, whether it was a natural or legal person.

³ Wael Anwar Bandak, Encyclopedia of Electronic Law and Communications Technology, 1st Edition, Dar Al-Matbuaat Al-Jamiaia, Alexandria, 2007. P134.

involved by revealing any defects affecting this will, such as fraud or deception. This is in addition of identifying the digital contractual will so that the transactors may rely on it in their transactions.¹

The Law No. 26-02 establishing the general rules relating to trust services for electronic transactions and electronic identification is recently enacted, and no regulatory decrees have been issued to define the bodies entrusted with electronic authentication and their tasks. Yet, we conclude from the law itself that companies, public institutions, or other independent entities neutral to the electronic transactors may act as the third party in digital transactions. In other words, they perform the function of an intermediary in the documentation process between transactors to authenticate their electronic relationship. These are called authentication authorities, pending subsequent decrees that will elaborate further on this matter.

Electronic authentication bodies are entrusted with tasks, the most important of which is monitoring commercial websites and supervising them electronically to verify their credibility. If it is revealed that a website is insecure, they must warn the transactors by sending a message alerting them and clarifying the lack of credibility of the website in which they are contracting.²








We conclude that the Algerian legislator, in Law No. 26-02 concerning the third-party notary, when addressing it in Article 12 of the same law, referred to it as the "service provider," who detects the defect in the case of security problems affecting the validity of the electronic signature and the electronic seal.

Second Branch: Electronic Authentication Certificates

The legislator considers electronic authentication certificates to be those certificates issued by the authentication bodies licensed by the State. These certificates testify through their expertise the validity of the electronic signature and seal and attribute them to their signatory, in accordance with the provisions and conditions required by law so that they may then be considered as evidence in proof.

Based on Article 2, paragraph 13, the legislator defines the digital authentication certificate as any electronic document that enables authentication through a digital mechanism linked to the person for whom the certificate was issued, whether natural or legal person.³


The Algerian legislator stipulates that these certificates used for authenticating an internet mechanism must contain certain conditions, which we summarize as follows:

-  The certificate must contain a statement indicating that it was issued as a qualified certificate for authenticating an Internet mechanism, in a manner that allows for its automated processing.
-  The availability of a set of information representing the trust service provider, including the name, registration number, etc.
-  For the natural person: The identity of the transactor to whom the certificate was issued, with the necessity of indicating the pseudonym if used.
-  The name of the legal person to whom the certificate was issued, with the possibility of adding the registration number if required by the applicable legislation.
-  The elements of the full address as well as the domain name exploited by the person to whom the certificate was issued, regardless of his status; natural or legal.
-  An electronic signature by an authenticating or qualified trust service provider.
-  The certificate details, including the beginning and end of its validity period, in addition to its identification code (which must be different from that of the trust service provider) or all data used to check its status.

¹ Amro Ahmed Abdel Moneim Dabash, the previous reference. p.

² Amro Ahmed Abdel Moneim Dabash, the previous reference. P49.

³ Article 2, paragraph 13, Law 26-02, the previous reference.

 The website, which enables access to the certificate relied upon for the digital signature and seal, for free and without restriction.¹

Conclusion

We conclude from this study that electronic deeds are those documents and instruments created via the Internet, containing an electronic signature and certification. This gave them an important role in matters of evidence, aiming to keep Arab legislation in alignment with the technological development witnessed by the world.

This led to the emergence of a new form of contractual dealings between parties, known as electronic contracting. These electronic contracts are concluded in the form of digital documents that differ somehow from the traditional ones, which require the physical presence of the parties as well as writing of whatever kind for the conclusion of the contract. However, this new type is concluded remotely in the virtual world, i.e., without the need for presence, thereby saving time and effort.

Algeria is among the legislations that paid attention to this new type of contracting as it issued laws, the most important of which is Law No. 26-02 of 2026 establishing the general rules relating to trust services for electronic transactions and electronic identification. This law included in its content the extent of the probative value of electronic documents and deeds as well as the electronic signature in evidence.

The legislator also sought to equate digital documents with traditional paper deeds, as well as the handwritten signature with the electronic signature, under what is known as the principle of functional equivalence. Yet, this freedom is not absolute; but rather subject to a set of legal conditions so that they may be used as evidence.

Bibliography List:

First: Books

- Omar Al-Saeed Ramadan, *Explanation of the Penal Code, The Special Part*, 1st Edition, Dar Al-Nahda Al-Arabiya, Cairo, 1986.
- Abdel Fatah Bayoumi Hijazy, *Electronic Signatures in Comparative Legal Systems*, 1st Edition, Dar Al-Fikr Al-Jamei, Egypt, 2005.
- Lorence Mohamed Obaidat, *Proving the Electronic Deeds*, Dar Al-Thaqafa for Publishing and Distribution, 1st Edition, Amman, 2005.
- Khaled Mamdouh Ibrahim, *Conclusion of the Electronic Contract - A Comparative Study-*, Dar Al-Fikr Al-Jamiei, 2006.
- Wael Anwar Bandak, *Encyclopedia of Electronic Law and Communications Technology*, 1st Edition, Dar Al-Matbuaat Al-Jamieia, Alexandria, 2007.

Second: Theses and Journals

- Iyad Mohamed Aref Atta Sada, *The Extent of the Admissibility of Electronic Documents in Evidence*, Master's Thesis, An-Najah National University, Palestine, 2009.
- Mansour Daoud, "The Legal Value of Blockchain and Its Role in the Scope of Digital Documentation of Electronic Transactions," *Journal of Law and Human Sciences*, Algeria, Vol. 14, No. 2, 2021.
- Ali Rahal, "The Admissibility of Electronic Documents in Evidence in Light of the Algerian and the Comparative Legislation," *Tabna Journal for Academic Scientific Studies*, University of Algiers 1, Algeria, Vol. 04, No. 02, Special Issue, 2021.

¹ Article 20, Law 26-02, the previous reference.

- Amro Ahmed Abdel Moneim Dabsh, The Evidence of Electronic Documents, "Electronic Evidence," *Journal of Legal and Social Sciences*, Ziane Achour University of Djelfa, Vol. 4, No. 1, (March 2019).

Third: Legal Texts

- Law No. 05-10 dated in 2005, containing the Civil Code, *Official Journal*, No. 44, issued on 20 June 2005, as amended and supplemented.
- Law No. 15-04 dated on February 1st, 2015, determining the general rules relating to electronic signature and certification, *Official Journal*, No. 06, issued on February 1st, 2015, as amended and supplemented by Law 26-02 of 2026.
- Law No. 18-05 dated on 10 May 10th, 2018, relating to electronic commerce, *Official Journal*, No. 28, issued on May 16th, 2018.
- Law No. 26-02 dated on February 17th, 2026, determining the general rules relating to trust services for electronic transactions and electronic identification, *Official Journal*, No. 14, issued on February 18th, 2026, amending and supplementing Law No. 15-04 of 2015.
- Executive Order 75/58 dated on September 26th, 1975, containing the Algerian Civil Code, *Official Journal*, No. 78, issued on September 30th, 1975, as amended and supplemented.