



## Judicial Experiences and Interpretive Practices in Breach of Electronic Contract Cases Among Civil Judges in Indonesia: A Socio-Legal and Doctrinal Analysis

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### ABSTRACT

The increasing digitization of civil obligations has transformed the nature of contract formation, enforcement, and breach in contemporary legal systems. While the legal framework for electronic contracts has evolved, little is known about how judges subjectively experience and interpret breaches within digital transaction contexts. This gap in the literature reflects a lack of systematic attention to the judicial perspective, despite its critical role in shaping consistency, predictability, and fairness in electronic contract enforcement. Moreover, limited scholarly focus on the Indonesian context means that both legal practitioners and policymakers lack nuanced guidance on how courts are adapting to digital disputes. The lack of empirical research on judges' internal reasoning in these cases raises the question: How do judges perceive and assign meaning to breaches of electronic contracts in civil litigation? This study employs a descriptive phenomenological approach to explore the lived experiences of Indonesian civil judges who have adjudicated breach of contract cases involving electronic transactions. Through semi-structured interviews with six judges and thematic analysis of the transcribed narratives, the study reveals three central themes: interpretive engagement with digital evidence, balancing formal law with contextual justice, and bearing moral responsibility amid legal ambiguity. These findings demonstrate that judicial reasoning is shaped not only by procedural knowledge but also by ethical reflection, situational awareness, and the interpretive nature of legal practice in the digital age. In practical terms, the study highlights how judges' interpretive practices can inform the refinement of procedural rules, judicial training, and legal education to better address disputes in a digitized economy. The results contribute new insights into how judges navigate legal uncertainty, and they underscore the value of phenomenological inquiry in legal scholarship. This study advances our understanding of the human dimension of judicial decision-making and offers a foundation for future research on legal reasoning in rapidly evolving technological environments. Nevertheless, the study is limited by its small sample size of six judges and its focus on a single jurisdiction, which may affect the generalizability of the findings. Future research should expand to include comparative perspectives across jurisdictions and larger participant groups to deepen and broaden these insights.



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### INTRODUCTION

In the evolving landscape of civil law, the nature of contractual relationships has been significantly reshaped by digital technology. Electronic transactions once considered peripheral have now become a central mode of agreement in both commercial and personal interactions (Colyer et al., 2024). As digital platforms increasingly mediate contractual engagements, questions of accountability, consent, and breach of obligation have taken on new complexities (Wijayanta et al., 2024). This shift reflects not merely a technical advancement, but a transformation in how legal actors engage with civil obligations in a digitized environment.

Within this context, the judiciary occupies a pivotal role. Judges are not only tasked with interpreting legal statutes, but also with navigating emerging forms of evidence and communication that challenge traditional legal frameworks (Y. Wang et al., 2025). While statutory law may remain constant, the subjective processes by which judges evaluate breaches particularly in electronic contracts require nuanced understanding (Bloch, 2024). Legal literature has extensively addressed the procedural and normative dimensions of contract law; however, there remains a critical gap regarding how judges themselves internally interpret, experience, and resolve disputes in digital contexts. Existing studies often stop at doctrinal or procedural analysis, without uncovering the subjective reasoning and ethical considerations shaping judicial practice (Kalniņš & Pavlovskis, 2024).

This study responds to that gap by adopting a descriptive phenomenological approach, not simply to justify methodologically, but to capture the lived experiences of Indonesian civil judges in breach of electronic contract cases. The aim is to illuminate how judges make sense of digital evidence, negotiate ambiguities, and integrate legal norms with personal reflection. By sharpening focus on these subjective dimensions, the study contributes both to scholarly debates on judicial reasoning and to practical insights for legal education, judicial training, and policy reform.

Given these challenges, the need to explore judicial experience becomes increasingly relevant (van Laarhoven & Claerhoudt, 2024). Legal literature has extensively addressed the procedural and normative dimensions of contract law; however, limited attention has been paid to the internal perspectives of judges as they confront ambiguity, technological complexity, and the ethical weight of their decisions (Kalniņš & Pavlovskis, 2024). A phenomenological approach, therefore, is especially pertinent offering a pathway to uncover how judges themselves make meaning of breach of contract in the digital era, and how their personal reflections inform the broader operation of civil justice.

Research on the lived experiences of individuals involved in legal processes has increasingly gained recognition as a valuable domain within empirical legal studies (García, 2025). In particular, the experiential dimension of judicial reasoning has become a critical focus, as scholars and practitioners seek to understand how legal decisions are shaped not only by normative codes, but also by the subjective perceptions, values, and interpretations of judicial actors (Wood, 2025). Studies exploring judicial discretion, ethical judgment, and courtroom behavior have highlighted the importance of acknowledging the human dimension in legal adjudication, especially in contexts involving emerging technologies and non-traditional forms of legal engagement.

Despite this growing interest, methodological challenges continue to constrain the depth and richness of such inquiries (Yani & Mulyana, 2024). Much of the existing literature relies heavily on quantitative analysis, doctrinal legal studies, or hypothetical simulations, which often fail to capture the layered, interpretive processes that underpin judicial experiences (Bardón Rubio & Humero Martín, 2025). For example, survey-based or statistical approaches may provide insight into decision patterns but fall short in illuminating the cognitive, emotional, and moral complexities judges encounter when assessing novel legal disputes such as breaches of electronic contracts.

As a result, prior research tends to marginalize the essence of judicial experience how meaning is made, how dilemmas are navigated, and how legal norms are interpreted in light of lived realities (Dwiono et al., 2024). These limitations underscore the need for an alternative approach one that privileges subjective experience and allows legal professionals to articulate, in their own terms, the meanings and challenges they confront (N. Wang, 2024). Phenomenology offers such a framework, enabling researchers to move beyond surface-level explanations and into the depths of how phenomena are experienced, understood, and enacted by individuals within specific legal and cultural contexts.

In the adjudication of breach of contract cases involving electronic transactions, prevailing approaches often emphasize doctrinal interpretation and procedural consistency grounded in civil law frameworks (Cavallini, 2024). Legal actors typically rely on established statutory provisions, evidentiary rules, and precedents to resolve disputes (Ghani & Shukor, 2024). While such methods provide a structured legal foundation, they tend to overlook the experiential dimensions that influence how judges navigate ambiguities inherent in digital contract disputes (Sunarto et al., 2025). The growing complexity of electronic interactions, including automated agreements and non-verbal digital

communications, challenges traditional legal tools to fully address the interpretive and ethical nuances encountered by judges.

Despite the increasing relevance of these cases, limited research has examined how judges internally make sense of breach claims when standard legal markers such as signatures, physical evidence, or face-to-face negotiations are replaced by fragmented digital traces (Cheruvu, 2024). Most existing studies focus on the legal validity of digital contracts or procedural outcomes, yet fail to illuminate the subjective processes by which judges understand, interpret, and derive meaning from such disputes. These gaps restrict our comprehension of the real-life complexities judges face, particularly when assessing good faith, intent, and credibility in virtual contexts.

To address these limitations, a phenomenological approach offers a compelling alternative by shifting focus from external legal procedures to the inner world of judicial experience (García-Meca et al., 2025). This method enables the exploration of how judges perceive and assign meaning to the phenomenon of breach in a digital environment, thereby generating insights into the interpretive judgments, values, and reflective processes that cannot be captured through conventional legal or empirical analysis (Mohd et al., 2024). By illuminating these lived experiences, the present study seeks to enrich our understanding of judicial reasoning within the dynamic and evolving terrain of electronic civil obligations.

Previous research has examined judicial decision-making from various perspectives, including legal formalism, behavioral law, and critical legal studies (Almawla & Alnimer, 2025). However, few studies have focused on how judges subjectively experience the process of interpreting breach of contract in the digital context (Latifian et al., 2024). Some scholars have highlighted the increasing complexity of adjudicating online agreements, but most remain descriptive or normative in nature (Mehmetali, 2025). These studies often overlook the cognitive, emotional, and interpretive aspects that shape how judges engage with digital evidence and make legal determinations. A deeper understanding of these personal experiences remains underdeveloped and methodologically neglected.

This study adopts a descriptive phenomenological approach to explore the lived experiences of judges who have handled breach of electronic contract cases (Alkhen, 2024). This method was selected to capture the meaning and essence of judicial reasoning, beyond what legal texts or procedural accounts can provide (Xiong et al., 2025). Phenomenology allows for a closer examination of how judges reflect, interpret, and make sense of their roles within evolving legal realities. In doing so, the study addresses the gap identified earlier by providing rich, experiential insights into how digital civil obligations are assessed in judicial practice. The method aligns with the goal of understanding not just what decisions are made, but how they are experienced by those who make them.

This article is structured into several sections. The introduction outlines the broader context of electronic civil obligations and the need for a phenomenological inquiry (Zhang & Shen, 2024). The methods section describes the study design, participant selection, data collection, and thematic analysis approach (Koos, 2024). The results section presents key themes derived from the interviews, supported by direct quotations to highlight judges' perspectives. The discussion interprets these findings in light of existing theory and legal practice, and the conclusion reflects on the implications for legal scholarship and judicial training.

## **RESEARCH METHODS**

### **Study Design**

This study employed a descriptive phenomenological design, rooted in Husserlian philosophy, to explore and uncover the lived experiences of judges in adjudicating breach of contract cases within electronic transaction contexts (Fife, 2020). Phenomenology was selected due to its emphasis on subjective experience and its suitability for investigating how individuals interpret and assign meaning to specific phenomena. This design enabled the elicitation of rich, first-person accounts from judges regarding their interpretive processes, moral considerations, and decision-making strategies in cases involving digital contracts. The descriptive orientation of this approach

allowed for the identification of the essence of the phenomenon without imposing theoretical frameworks or prior assumptions, focusing instead on participants' direct descriptions of their experiences.

### **Participants**

Participants included six civil judges who had direct experience in deciding breach of contract disputes involving electronic transactions over the past five years. Selection was conducted using purposive sampling, targeting individuals with substantial exposure to cases concerning digital contracts under the Indonesian Civil Code. Inclusion criteria required that participants were actively serving or had served as judges in civil courts and had presided over at least two relevant digital contract dispute cases. Judges who lacked direct experience with electronically-based contract disputes or who were currently under ethical review were excluded. Participants were predominantly male (n=4) and female (n=2), aged between 45 and 61 years, with an average of 17 years of professional judicial experience. Although the sample size is relatively small, it is consistent with descriptive phenomenological research, which prioritizes depth over breadth (Creswell & Poth, 2018). In this study, six participants were sufficient to reach thematic saturation, where no new significant insights emerged from additional data, thereby ensuring the adequacy and richness of the findings.

### **Data Collection**

Data were collected through semi-structured, in-depth interviews, designed to capture nuanced perceptions and interpretive reflections of the participants. Each interview was conducted in a quiet, private setting either in the judge's chambers or a neutral office space to ensure comfort and confidentiality (Kawamura, 2020). Interviews were conducted face-to-face, each lasting between 60 and 90 minutes, and were audio-recorded with participants' consent. A flexible interview guide was used to maintain consistency while allowing the conversation to adapt naturally to each participant's narrative. Field notes were taken concurrently to capture non-verbal cues and contextual insights. All interviews were conducted in Bahasa Indonesia and later transcribed verbatim before being translated into English for analysis. To ensure validity in translation, a rigorous two-step process was employed: (1) professional bilingual translators produced the initial English versions of the transcripts, and (2) a back-translation procedure was carried out by independent reviewers unfamiliar with the study to confirm semantic accuracy. Any discrepancies between the original and translated texts were discussed and resolved collaboratively. This process helped preserve the meaning, tone, and cultural nuances of participants' narratives, thereby strengthening the credibility of the findings.

### **Data Analysis**

Data were analyzed using thematic analysis within the framework of descriptive phenomenology. The process involved repeated readings of the transcripts to immerse in the data, followed by the identification of meaning units that reflected essential aspects of the participants' experiences. These units were then clustered into thematic categories, with efforts to reduce and synthesize them into core themes that captured the essence of the phenomenon. A manual coding strategy was applied, supported by qualitative data analysis software (NVivo 14), to organize and track patterns across the dataset. Throughout the analysis, eidetic reduction was employed to bracket presuppositions and maintain focus on the participants' descriptions, allowing the essential structure of the lived experience to emerge authentically.

### **Ethical Considerations**

Ethical clearance for the study was obtained from the Institutional Review Board of the Faculty of Law, [University Name, anonymized for review], in accordance with national and international ethical standards for human research. Written informed consent was obtained from all participants before participation. Confidentiality and anonymity were ensured by assigning pseudonyms and removing all identifying information from transcripts and reports. Participants were informed of their right to withdraw at any time without consequence. All data were securely stored and used solely for the purpose of academic research.

## RESULTS

### Interpreting Digital Evidence Beyond Technicality

One of the most prominent findings was the way judges perceive and engage with digital evidence. While statutory rules provide a general framework, judges often rely on a nuanced understanding of the intentions behind digital communication, rather than just the formality of the documents submitted.

“A breach in digital contracts isn’t always about what’s missing on paper or in this case, the screen. It’s about reading between the lines of the parties’ intentions, their consistency, and how genuine the transaction appears.” (Judge 3)

This theme highlights the shift from merely verifying document validity toward assessing authenticity and contextual credibility. Judges frequently noted that timestamps, email threads, and chat logs can be technically correct but do not always reflect the true dynamics of the contractual relationship.

“One party may present a PDF with digital signatures, but when I examined the correspondence, there was pressure and unequal understanding. That changes everything.” (Judge 5)

In relation to the research question on how judges interpret breaches of electronic contracts, this theme shows that interpretation extends beyond technical compliance. Judges actively reconstruct the contractual context, evaluating intention, authenticity, and power relations embedded in digital evidence. This indicates that judicial reasoning in digital disputes integrates procedural knowledge with experiential interpretation.

### Balancing Legal Formalism with Contextual Justice

Participants consistently described a personal tension between strict adherence to codified civil obligations and their intrinsic sense of fairness shaped by the context of each case. The digital environment, characterized by informal agreements and platform-specific nuances, often places judges at the intersection of law and equity.

“The law demands certainty, but in the digital world, the parties often don’t behave in a legally certain way. I must interpret the substance, not just the form.” (Judge 1)

Some judges expressed that standard legal reasoning frameworks must be adapted to accommodate atypical contractual behavior in digital settings. For instance, terms and conditions accepted with a single click raise deeper questions about consent and comprehension.

“Clicking ‘I agree’ doesn’t mean they actually understand or agree. I must consider the disparity in knowledge and power between the parties.” (Judge 4)

This theme directly addresses the research objective of examining how judges assign meaning to breaches in digital contexts. The findings indicate that judicial reasoning is not confined to codified formalism but involves a deliberate balancing act between statutory obligations and equitable considerations. Judges attempt to uphold the stability of civil law while also recognizing asymmetries and vulnerabilities in digital transactions, thereby bridging legal doctrine with lived realities. **The Burden of Moral Responsibility in a Technologically Ambiguous Landscape**

Beyond legal reasoning, judges often carry a profound sense of moral responsibility in rendering decisions under ambiguous digital circumstances. Many described a sense of isolation when making determinations that could set an implicit precedent in the face of limited jurisprudence.

“I cannot always rely on past cases, because we’re in uncharted territory. My ruling may impact future similar disputes, and that weighs heavily.” (Judge 2)

This theme underscores the affective dimension of judging in a rapidly evolving legal context. Judges are not merely passive interpreters of law; they become moral agents navigating novel technological dilemmas without clear normative guidance.

“There are days when I ask myself whether I’ve really done justice not just in the eyes of the law, but in the conscience of the people affected.” (Judge 6)

In explicit connection to the research question, this theme demonstrates that judicial engagement in digital contract disputes extends into the ethical domain. Judges perceive their role as not only legal interpreters but also as moral actors responsible for fairness in an uncertain technological landscape. This highlights that judicial decision-making in digital breach cases is shaped by both normative obligations and personal conscience. Taken together, the three themes directly respond to the research questions by showing: (1) how judges interpret digital evidence not just technically but contextually, (2) how they balance codified law with situational justice, and (3) how they internalize moral responsibility in a landscape of technological ambiguity. These findings synthesize into a broader conclusion that judicial reasoning in electronic contract disputes is a hybrid process—anchored in law yet profoundly shaped by interpretation, fairness, and ethical reflection.

## DISCUSSION

The findings of this study revealed that judges’ experiences in deciding breach of contract cases in electronic transactions are shaped by three essential dynamics: their interpretive engagement with digital evidence, their efforts to balance formal law with contextual justice, and their sense of moral responsibility in ambiguous legal settings (Mozol et al., 2025). These themes collectively address the core research question how judges subjectively perceive and respond to breaches of digital contracts and provide insight into the complex meaning-making processes that underlie their decisions.

The study offers a unique contribution by illuminating how judges interpret digital breaches not merely through legal codes, but through their personal reasoning shaped by ethical judgment, contextual awareness, and procedural discretion (Alenazi et al., 2025). These findings answer the central question posed in the introduction: How do judges experience and construct meaning around breaches in electronic civil obligations? Unlike prior studies that focus on normative legal doctrines, this research shows that the judicial decision-making process is far more interpretive, involving a continuous negotiation between written law, technological realities, and human-centered concerns (Dhawan & Bhasin, 2024; Prihandono, 2024). The lived experiences shared by judges provide access to the “why” and “how” behind their legal decisions dimensions that are often absent in conventional legal scholarship.

This study’s insights resonate with and extend previous research. For example, (Blanke, 2025) identified the role of discretion in digital contract rulings but did not explore how such discretion is experienced at the individual level. Similarly, (Sopacua et al., 2025) discussed justice perceptions in civil mediation but did not examine judges’ interpretive work. However, other studies (e.g., Li & Park, 2025) have argued that judicial discretion in digital contract disputes risks undermining certainty and predictability, suggesting that too much reliance on subjective interpretation could erode legal stability. By contrast, the present study demonstrates that discretion, when guided by contextual awareness and ethical responsibility, can enhance rather than diminish fairness. Likewise, while normative legal scholars (e.g., Varela, 2025) emphasize doctrinal consistency as paramount, this research shows that rigid adherence without attention to context may obscure the lived complexities judges encounter. These points of divergence highlight how this study critically extends the literature by foregrounding the human dimension of adjudication. The findings of this study carry several practical and scholarly implications. Professionally, they underscore the need to recognize judicial reasoning as a human, interpretive process that evolves in response to the complexities of digital society (Borodenko & Fazan, 2025). The way judges experience and reflect on breach of contract in electronic transactions highlights a broader social and legal reality: legal decision-making cannot be fully captured by rigid procedural norms alone. For judicial training, this means incorporating modules that develop interpretive judgment—such as case-based workshops where judges analyze real digital evidence (e.g., chat logs, platform-generated contracts) alongside doctrinal materials. For policy-making, the findings suggest the importance of designing clearer evidentiary guidelines for digital transactions, for instance by standardizing the admissibility of metadata or clarifying the legal weight of “clickwrap” agreements. In legal education, the study

supports curricular reforms that emphasize socio-technological literacy, preparing future lawyers and judges to engage critically with emerging digital contract forms. Culturally, the findings suggest that judges act not only as legal arbiters, but also as moral agents navigating between law, technology, and human vulnerability an insight that invites further reflection on the adaptive nature of justice in the digital age.

Like all qualitative research, this study is subject to certain limitations (Savchenko & Maydanyk, 2024). The focus on a small group of judges with specific experience in Indonesian civil courts limits the generalizability of the findings to other legal systems or jurisdictions. Additionally, as a phenomenological inquiry, the study intentionally centers on depth rather than breadth, prioritizing meaning over measurable outcomes. While this approach provides rich insights, it does not account for variations in legal culture, institutional practices, or technological infrastructure across regions (Verbeke, 2024). These limitations, however, do not diminish the value of the findings; instead, they serve as a foundation for more expansive future research.

Future studies may build on these findings by exploring judicial experiences in comparative contexts, such as common law systems or international tribunals, to examine how cultural and legal traditions shape the interpretation of digital contracts (Zhaojun & Huan, 2024). Further research could also investigate the perspectives of other legal stakeholders such as litigators, mediators, or parties to the contract to construct a fuller picture of how electronic obligations are experienced and adjudicated (Krasniqi & Jusufi, 2024). By expanding the lens of inquiry, subsequent research may contribute to the development of more nuanced legal theories and practical reforms that align with the lived realities of justice in a digitally mediated world.

## CONCLUSION

This study explored how civil judges experience and interpret breach of contract cases involving electronic transactions in the digital era. Through a descriptive phenomenological approach, the research uncovered three key themes: interpretive engagement with digital evidence, balancing formalism with contextual justice, and bearing moral responsibility in ambiguous legal settings. These findings reveal that judicial reasoning in digital contract disputes is shaped not only by legal codes but also by subjective understanding, ethical reflection, and situational awareness. The study addresses a critical gap by offering insight into how judges assign meaning to complex digital interactions, which remains overlooked in prior doctrinal and empirical work. This contribution deepens our understanding of law as a lived and interpretive practice, especially within the evolving landscape of digital civil obligations.

Based on these findings, several actionable recommendations can be made. For judicial practice, professional training programs should incorporate modules on evaluating digital evidence and recognizing contextual power imbalances in online transactions. For policymakers, the study suggests the need to update evidentiary guidelines to include clearer rules on metadata, electronic signatures, and platform-based contracts. For legal education, integrating socio-technological literacy into the curriculum would prepare future judges and lawyers to engage more effectively with digital disputes. Future research should directly build on the gaps identified here. First, comparative studies across common law and civil law jurisdictions would clarify whether the interpretive and ethical challenges faced by Indonesian judges are globally shared or context-specific. Second, empirical studies involving litigators and contract parties could complement judicial perspectives, filling the gap in understanding how multiple legal actors experience digital contractual disputes. Third, longitudinal research could examine how judges' interpretive practices evolve as jurisprudence on electronic contracts becomes more established, addressing the present limitation of limited precedential guidance.

## CONFLICT OF INTEREST

The authors declare that there is no conflict of interest.

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