



On May 15, 2018, in the decision of Special Appeal No. 1,495,920-DF, the Superior Court of Justice ruled that digitally signed electronic contracts can be considered enforceable documents, in accordance with the provisions of the law, even without the presence of witnesses. The decision considered that the certification of the digital signature provided by the certification authority, such as the Brazilian Public Key Infrastructure (ICP-Brasil), holds the same value as the signatures of witnesses in physical contracts.

In this regard, Law No. 14,620, dated July 14, 2023, introduced modifications to the Code of Civil Procedure regarding the requirement of witness signatures in electronic contracts. Article 34 of the mentioned law added paragraph 4 to Article 784 of the Code of Civil Procedure, stating that in electronically formed or certified enforceable documents, any form of electronic signature established by law is acceptable, thereby dispensing the presence of witnesses when an electronic signature provider verifies the integrity of the contract.

From now on, contracts can be executed without witness signatures in order to be considered as enforceable documents. The change brought about by the law aims to adapt legislation to current technologies and simplify the recognition of electronic contracts as extrajudicial enforceable documents.

Technological advancements and the increasing digitization of contracts require an

adaptation of laws to recognize the validity and effectiveness of electronic contracts as enforceable documents. These changes demonstrate the need to promote the streamlining of contracts and ensure legal certainty in electronic transactions. The adaptation of the legal system to technological innovations is essential to meet the demands of society and provide more accessible, efficient, fast, and secure judicial services.