TRENDS REGARDING THE ELECTRONIC FORM OF CIVIL LEGAL ACTS

TENDINȚE CU PRIVIRE LA FORMA ELECTRONICĂ A ACTELOR JURIDICE CIVILE

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Abstract: *Along with the technological progress, there was an imminent need to find solutions to individualize people in the online environment. Thus, the electronic signature took off, which, on the one hand, was equal to the legal power of the holographic signature, but, at the same time, a competition between these two types of signatures was generated.*

The regulatory framework for legal documents in electronic form consists of: Civil Code of the Republic of Moldova, no. 1107 of 06.06.2002, Law No. 124 of 19/05/2022 regarding electronic identification and trust services (in the past, it was Law No. 91 of 27/06/2014 regarding electronic signature and electronic document, Repealed), Law No. 284 of 22-07-2004 regarding information society services (in the past it was the Law on electronic commerce, which changed its name).

Currently, in the Republic of Moldova, the electronic signature is recognized on its territory and, with some exceptions, abroad. Unfortunately, we note a lack of recognition in other countries of the electronic signature issued by local authorities, which limits the entrepreneurial environment, natural/legal persons. The types of electronic signature are: electronic signature on USB token, issued by the Information Technology and Cyber Security Service (STISC), mobile electronic signature from the mobile phone operator, electronic identity card issued by the Public Services Agency (ASP), MobiSign mobile application free of charge.

The legal regulation of the settlement of disputes arising from electronic legal documents in the Republic of Moldova does not have a separate regulation, being left either to the discretion of the parties to regulate this aspect in the contract, referring to the general provisions applicable to any dispute, or to the alternative methods of settlement of the dispute, but in this case it must be expressly regulated by the parties through a separate clause or convention.

Keywords: *civil legal act, electronic signature, civil contract, form of civil legal act, electronic form, electronic key, validity condition, contractual clause, distance contract*

Rezumat: *Progresul tehnologic a generat necesitatea iminentă de a identifica soluții noi pentru individualizarea persoanelor în mediul online. Astfel, a luat avânt semnătura electronică, care este egală ca putere juridică cu semnătura olografică, dar, în același timp, s-a generat o concurență între ambele tipuri de semnături.*

Cadrul de reglementare pentru documentele juridice în formă electronică este alcătuit din: Codul Civil al Republicii Moldova, nr. 1107 din 06.06.2002, Legea nr. 124 din 19/05/2022 privind identificarea electronică și serviciile de încredere (în trecut, se numea Legea nr. 91 din 27/06/2014 privind semnătura electronică și documentul electronic, Abrogată), Legea nr. 284 din 22/07/2004 privind serviciile societății informaționale (în trecut, se numea Legea privind comerțul electronic, care și-a schimbat denumirea).

În prezent, în Republica Moldova, semnătura electronică este recunoscută pe întreg teritoriul său și, cu unele excepții, în străinătate. Din păcate, observăm o lipsă de recunoaștere în alte țări a semnăturii electronice emise de autoritățile Republicii Moldova, ceea ce limitează mediul antreprenorial, persoanele fizice/juridice. Există următoarele tipuri de semnătură electronică: semnătura electronică pe token USB, emisă de Serviciul Tehnologia Informației și Securitate Cibernetică (STISC), semnătura electronică mobilă de la operatorul de telefonie mobilă, carte de identitate electronică emisă de Agenția Servicii Publice (ASP), aplicația mobilă MobiSign gratuită.

Reglementarea juridică a soluționării litigiilor care decurg din actele juridice electronice în Republica Moldova nu are o reglementare separată, fiind lăsată fie la latitudinea părților să reglementeze acest aspect în contract, fie la metodele alternative de soluționare a litigiului, dar în acest ultim caz trebuie reglementată expres de către părți printr-o clauză sau convenție separată.

Cuvinte-cheie: *act juridic civil, semnătură electronică, contract civil, formă a actului juridic civil, formă electronică, cheie electronică, condiție de validitate, clauză contractuală, contract la distanță*

Introduction

Our entire existence, as subjects of law, participants in legal relations, is governed by the civil legal act, a fundamental institution of civil law. The legal act is a component part of our existence, and precisely from this perspective, detailed and in-depth knowledge of its particularities becomes extremely important and fully justified, in the context of a society that bears the mark of perpetual transformations and transformations, of an increasingly evident rapidity in the conclusion of legal acts and permanent diversification of their scope.

The civil legal act is the manifestation by natural and legal persons of the will directed towards the birth, modification or extinction of civil legal relations (art.308 Civil Code of the Republic of Moldova (Official Gazette of the Republic of Moldova, 2019, No.66-75)). In this sense, the civil legal act represents the most important source of civil rights and obligations, constituting a legal basis through which the person manifests his free consent (in the sense of exercising his capacity to act), in strict accordance with legal norms.

The civil legal act is the expression of the will to participate in legal relations. The importance of the civil legal act is manifested in the fact that it is the main source of civil rights and obligations, being the natural and necessary way of involving the person in legal life.

The legal norms of civil law are general, being equally applicable to all civil legal acts. In the Republic of Moldova, the normative framework regulating the institution of the civil legal act is the Civil Code, Title III “Legal act and representation”, Chapter I “General provisions regarding the legal act”, articles 308-361. Some categories of civil legal acts, such as civil contracts, are also regulated in Book III of the Civil Code, called “Obligations”.

The phrase legal act has two meanings. In a first sense, the notion designates the legal operation made for the purpose of producing legal effects, i.e. to create, modify or extinguish a legal relationship. In a second sense, the notion designates the ascertaining document that the parties draw up to prove the operation, the material support, i.e. the evidentiary instrument of the act.

The regulatory framework regulating legal acts in electronic form consists of: Civil Code of the Republic of Moldova No.1107 of 06.06.2002, Law No.124 of 19/05/2022 on electronic identification and trust services (in the past, it was Law No. 91 of 27/06/2014 on electronic signature and electronic document, Repealed), Law No.284 of 22/07/2004 on information society services (ex – Law on electronic commerce, which changed its name) (Official Gazette of the Republic of Moldova, 2018, No.40-47).

The purpose of the study is to analyze the electronic form of civil legal acts, highlighting problematic situations in this field. Through this study we also propose to address a topical issue, which seems to be gaining momentum with each passing day, due to the means of electronic communication that are increasingly applied in legal activity.

Research methodology

To develop this study, various research methods were used, such as: the rational method, which was applied to the legal study of the phenomenon; the logical analysis method, focused on the idea of using logical reasoning, the method that allowed for the legal argumentation of opposing opinions, including legal interpretations of normative provisions; the critical analysis method, which allowed for the synthesis and examination, including critical, of normative provisions, etc.

Results

Daily life shows us that in the future, modern means of evidence will be used more and more often due to technological progress. Digitalization is inevitable and the progress made through the implementation of digitalization is

evident, but there are still multiple opportunities to improve civil legislation.

The electronic signature is recognized throughout the territory of the Republic of Moldova and, with some exceptions, abroad. Unfortunately, we note a lack of recognition in other states of the electronic signature issued by the Moldovan authorities and this fact limits the activity of individuals/legal entities carrying out entrepreneurial activity.

With the amendments made to the Civil Code by Law No.133 of 15.11.2018, many aspects regarding the electronic form of the legal act, of the contract, were clarified. Thus, according to art. 318 of the Civil Code of the Republic of Moldova, the legal act has electronic form if it is included in an electronic document that meets the conditions of the law. The legal act in electronic format is assimilated to the legal act concluded in written form, regardless of the type of signature used that is provided for by law, if the agreement of the parties does not provide for the use of a certain type of signature, as well as in other cases provided for by law. (art. 4 para. (1))

At the same time, the legislator also explained that if the legal act is concluded using any electronic means, not concluded by the electronic signature provided for in art. 318 paragraph (3) of the Civil Code, it is presumed that the consent belongs to that person until he or she contests its existence (art. 319 of the Civil Code).

The research field of electronic legal acts is very vast. In the future, the discussion panels can be focused on the following topics: a) Defending real rights in the digital age; b) Digitalization of legal services – achievements and challenges; c) International digital signature. Recognition of electronic signatures outside the Republic of Moldova; d) National, European and international regulations in the field of digitalization of civil legal acts and in the field of digital contracts; e) Use of electronic means (platforms, email, messaging) in the conclusion of legal acts; f) Quality and efficiency of digitalized justice; g) Electronic notarial assistance. Electronic notarial registers. Legal force of notarial acts in electronic format, etc.

Due to the limited research space available in this scientific article, in the following we will focus on the analysis of civil legal acts concluded with the application of electronic signature and civil legal acts concluded by electronic means.

The Civil Code is an organic law with general application to the conclusion of legal acts in electronic form. In accordance with art.316 of the Civil Code, (1) The legal act may be concluded verbally, in writing or in authentic form. In art.318 of the Civil Code it is stipulated that, (1) *The written/authentic legal act has electronic form if it is included in an electronic document that meets the conditions of the law*. (2) *The types of electronic signatures that can be applied to an electronic document, the degree of protection of each type and its legal*

value are determined by law. (3) *A written legal act is concluded in electronic form if it is signed with the advanced qualified electronic signature of the person concluding the act, unless the agreement of the parties or the law provides for the requirement to use another type of electronic signature*.

The norm of art.319 Civil Code establishes regulations regarding legal acts concluded by the use of electronic means. Thus, if the legal act is concluded by the use of any electronic means and the person has not concluded it by electronic signature, it is presumed that the consent belongs to that person until he or she contests its existence. In order to demonstrate the existence of the contested consent, the interested person may invoke any means of evidence, except for evidence with witnesses (for example, the sale of airline tickets via the Internet). The fact that the concluded legal act is not equivalent to a legal act in written form does not prevent the invocation of clauses in textual form consented by the parties to the act.

According to art. 321 paragraph (2) of the Civil Code, if, according to the law or the agreement between the parties, the legal act must be concluded in writing, it can be concluded both by drawing up a single document, signed by the parties, and by an exchange of letters, telegrams, electronic documents, etc., signed by the party that sent them.

The effects of failure to comply with the written form of the legal act are provided for in art.322 of the Civil Code. Thus, failure to comply with the written form of the legal act deprives the parties of the right to request, in case of litigation, evidence with witnesses to prove the legal act. Failure to comply with the written form of the legal act entails its nullity only if this effect is expressly provided for by law or by agreement of the parties. In this context, we will highlight the fact that the proof of the conclusion of contracts by electronic means and of the obligations resulting from these contracts is subject to the provisions of common law on evidence (presentation of video recordings, documents, etc.).

Civil legislation also includes other norms in the field of electronic legal acts. In this regard, we mention Article 1013 of the Civil Code (Distance contract - any contract negotiated and concluded between the professional and the consumer, with the exclusive use of one or more means of distance communication), Article 1017 of the Civil Code (Formal requirements for information in the case of distance contracts), Articles 1020-1023 (Specific obligations to be complied with in the case of contracts concluded by electronic means), Article 1417 (The travel ticket may be issued in electronic format).

Electronic signature. With technological progress, there was an imminent need to find solutions to individualize people in the online environment. Thus, the electronic signature was born, which, on the one hand, was equal to the legal power of the holographic signature, but, at the same time, competition was generated between these two types of signatures (Cara-Rusnac A., 2023, p.47).

In order to better operate the European market in the field of electronic signatures, on 23 July 2014 the European Parliament and the Council adopted Regulation No.910/2014 on electronic identification and trust services for electronic transactions in the internal market, establishing adapted and harmonized rules for the application of electronic signatures in the European Union (Official Journal of the European Union L257/73 of 28.08.2014). Article 17 of the Regulation provides that Member States should encourage the private sector to voluntarily use electronic identification means within a notified system, for online services or for electronic transactions.

Currently in the Republic of Moldova, the types of electronic signatures are: electronic signature on USB token, issued by the Information Technology and Cybersecurity Service (STISC), mobile electronic signature from the mobile operator, electronic identity card issued by the Public Services Agency (ASP), MobiSign free mobile application.

Electronic signatures in the Republic of Moldova can be issued by the following public and private law organizations:

- Msign issued by the Electronic Governance Agency, online electronic signature verification devices are offered on the msign.gov.md website, valid on the territory of the Republic of Moldova;
- Orange SA Company issues electronic signature, also called mobile signature;
- Moldcell SA Company issues electronic signature / mobile;
- IP Center for Information Technologies in Finance;
- IP Information Technology and Cybersecurity Service;
- IP Public Services Agency (starting with 16.09.2024, qualified electronic signatures are issued within all multifunctional centers of the ASP), etc.

The qualified electronic signature has the same legal force as the holographic one. The verification of the electronic signature is related to the public key certificate and, consequently, to the service provider that issues these certificates. Thus, the requirements for the electronic signature applied abroad depend on the issuer of the public key certificate. Consequently, if the public key certificate is not recognized in the Republic of Moldova, the electronic signature is not recognized either.

Technological progress generates the possibility of concluding civil contracts in electronic format. In this regard, the Public Services Agency has launched a new service: online sale-purchase of vehicles. Starting with November 29, 2024, purchase-sale transactions of cars, which are already registered in the State Register of Vehicles, can be made online, without the need for the Seller and the Buyer to travel to the vehicle registration subdivisions of the Public Services Agency. For this, both the seller and the buyer must have a qualified electronic signature, and the transaction value cannot exceed 685,000

lei (the equivalent of 50 average salaries in the economy for the year 2024) (See: The Public Services Agency launched a new service: Online sale-purchase of vehicles (2025)).

We firmly believe that the final result that an act concluded in electronic form can generate is to minimize the chances of finding the act null and void, providing the legality, security and transparency that the legislator and the parties aspire to (Petrușan G., 2022, p.165).

Example taken from local jurisprudence. On February 14, 2022, the plaintiff Grigoraș Ana filed a lawsuit against the defendant Munteanu Vasile regarding the collection of the loan in the amount of 7000 (seven thousand) euros, the collection of state tax and the compensation of legal expenses.

In the motivation of the action, she invoked that during the period June 2020 - May 2021 Grigoraș Ana, acting as a “lender”, sent to Munteanu Vasile, acting as a “borrower”, and he received through the international payment systems RIA, Western Union as a monetary loan for an indefinite period certain amount of money.

He indicated that through bank payment systems, Grigoraș Ana sent and Munteanu Vasile received amounts totaling 7,000 (seven thousand) euros and 67.5 euros in transfer costs, which in total make up the amount of 7,067.5 euros. He also specified that from the understanding reached by phone and via WhatsApp sms messages, the transfers were made with interest-free loan status with the obligation to return the amounts to Grigoraș Ana.

She added that the fact of receiving the money and the obligation to repay, including the existence of the loan agreement, is also confirmed by the messages sent through Grigoraș Ana's electronic communication systems with the debtor Munteanu Vasile via WhatsApp messaging and the receipts for receiving the money by the defendant, which she considers sufficient to consider the requirement to collect the debt of 7067.5 euros to be well-founded. The plaintiff also mentions that the multiple requests invoked by the debtor to refund the aforementioned amounts extrajudicially were not successful, leaving only the promise that he would return them as soon as possible. Grigoraș Ana requests the admission of this application with the collection from the debtor Munteanu Vasile's account, to the creditor's account of the amount of: 7367.5 Euros - the amount of the loan with the collection of state tax and other legal expenses. In support of the claims in the action, the provisions of Articles 166, 174 of the Code of Civil Procedure and Articles 1247, 1242 of the Civil Code were invoked.

In accordance with Articles 94, 236-241 of the Code of Civil Procedure, the court decided: The lawsuit filed by Grigoraș Ana against Munteanu Vasile regarding the collection of the debt and the compensation of court expenses is rejected. The decision may be appealed to the Chisinau Court of Appeal, within 30 days from the pronouncement of the decision, through the Cahul Court,

Central Headquarters.

The court also noted that, from the content of the bank documents, highlighted above, regarding the transfer, the destination of the payment is not clear, lacking data that would indicate this fact. Or, in accordance with art. 321 of the Civil Code, paragraph (1), Legal acts between legal persons, between legal persons and natural persons and between natural persons must be concluded in writing if the value of the object of the legal act exceeds 1000 lei, and in the cases provided for by law, regardless of the value of the object.

Thus, the court notes that although the Civil Code does not contain special rules regarding the form of the loan agreement, the general rules regarding the form of the agreement must still be respected, according to which legal acts between persons are concluded in writing if the value of the object of the legal act exceeds 1000 lei.

In the circumstances mentioned, the court noted that the plaintiff's arguments that she had a verbal agreement with the defendant Munteanu Vasile via WhatsApp messages, according to which the latter undertook to repay the loan (art. 1048 Civil Code), cannot be taken into account. The court concluded that for the validity of a contract recognizing the existence of an obligation, a written declaration of recognition is necessary and such a declaration is missing from the case materials (Decision of the Cahul Central Court (2024)).

It is interesting that in the field of private international law, national legislation does not have conflict rules that would expressly establish which law is applicable to contracts concluded by electronic means. Therefore, based on art. 2620 Civil Code, the contract concluded by a consumer with a professional will be governed by the law of the state in which the consumer has his habitual residence provided that the professional: a) carries out his commercial or professional activity in the state in which the consumer has his habitual residence; or b) by any means, directs his activities to the state in question or to several states, including the state in question, and the respective contract falls within the scope of the respective activities.

The text of art. 2620 of the Civil Code is based on the conflict rules contained in Regulation no. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) known under the marginal name - Rome I Regulation.

Discussions

A civil contract is an agreement of will concluded between two or more persons to create, modify or extinguish legal relations. At least two natural and/or legal persons will participate in the conclusion of the contract.

These two notions (civil legal act and civil contract), being often used in civil legislation, correlate as part of the whole (genus – species), the rule being

applied, according to which all contracts are legal acts and not all legal acts are contracts (Mihalache Iu., Zaporojan V., 2024, p.133). Thus, unilateral legal acts, such as: power of attorney, will, declaration of acceptance of succession, declaration of renunciation of succession, bequest, etc., are not considered contracts (Razumovskaya E., 2023, p.114). When drawing up unilateral legal acts, there is a manifestation of the will of a single person.

Defining elements of the civil legal act:

- It is a manifestation of will;
- In order to be known, the person's will must be externalized by any means capable of being brought to the attention of others. The externalization of the will can be done in written form (as is the case with many civil contracts), verbally, through conclusive actions (the gesture made with the hand to stop the taxi; raising the hand during auctions or at stock exchanges, where a true symbolism of gestures operates), through silence (when the law expressly provides that silence is equivalent to acceptance).
- The manifestation of will must be directed towards achieving a legal purpose: either the creation of legal relationships, such as the conclusion of a contract, or the acceptance of a succession (inheritance), where the aim is to create legal relationships specific to inheritance law, modify pre-existing relationships, by changing contractual clauses, transform legal relationships, by transmitting rights (such as the assignment of a claim) or terminate legal relationships, by payment or another way of extinguishing obligations (Neculaescu S., Mocanu L., Gheorghiu Gh., 2016, p.30).
- The purpose of the manifestation (exercise) of the will is to produce legal effects;
- The manifestation of the will must be directed towards the production of legal effects: the creation, modification or extinction of civil rights and obligations. The intention to produce legal effects is a necessary element of the civil legal act, so that these effects cannot be produced, according to the law, unless such an intention existed. This defining feature distinguishes the civil legal act from the civil legal fact, which is committed without the intention to produce legal effects, which nevertheless occur by virtue of the law (for example, birth, death, natural disasters, accidents, fires, etc.).
- The legal effects consist of the creation, modification and termination of a civil legal relationship;
- The person who expresses his/her consent must have the quality of a legal subject;
- The civil legal act is considered to be a lawful act, carried out in accordance with the rules of law.

*Generalities regarding the conditions of validity of the civil legal act***.** The conditions of validity of the civil legal act represent the essential requirements

provided by law or by the parties, without which a civil legal act cannot exist, as well as the criteria that each of these requirements must meet. In order to be valid, the civil legal act must meet a series of essential (substantive) conditions, by validity conditions being understood the requirements established by law or by the parties for the validity of the act.

The Civil Code includes a separate chapter dedicated to the conditions of validity of the legal act, this being Chapter II, "Conditions of validity of the legal act" (articles 322-326) of Title III, Book One. From the content of this source of law, the following conditions of validity of the civil legal act result: the correspondence of the civil legal act with the legal provisions, public order and good morals (art. 334); the capacity of the person to conclude legal acts (articles 25-26); the valid consent of the person or persons to conclude the legal act (articles 312-314); the object of the legal act to be lawful, to be in the civil circuit and to be determined or determinable at least in its species (art. 315); the form of the civil legal act (articles 316-324).

Based on the above, we conclude that there are the following conditions for the validity of a civil legal act: the legal act must comply with the provisions of the law, public order and good morals; the person's capacity to conclude the legal act; the valid consent of the person or persons to conclude the legal act; the object of the legal act must be determined, determinable and lawful; a cause that complies with the law, public order and good morals; the form of the civil legal act.

It is important to emphasize that in the Civil Code of the Republic of Moldova (in the version that was in force until March 1, 2019) there was another condition for the validity of civil legal acts, namely: the cause of the civil legal act. The norm regarding the cause of the legal act has been repealed in the current version of the Civil Code. As a result, the phrase "cause of the civil legal act" is no longer present in the civil legislation of the Republic of Moldova.

*Form of the civil legal act***.** The form of the act is the way of externalizing the manifestation of will and a condition of validity only in cases expressly provided by law. By the form of the civil legal act is meant the means, the way of externalizing the internal will. This is the narrow meaning (stricto sensu) of the term "form" of the legal act and is governed by the principle of consensualism (Trușcă P., Trușcă A.M., 2016, p.197). Art.316 paragraph (2) of the Civil Code provides that "form is a condition of validity of the legal act only in cases expressly provided by law".

The formal conditions of the civil legal act are classified, depending on the consequences of their non-compliance, into the following categories:

a) The form required for the validity of the legal act. According to the general rule, legal acts are valid regardless of the form of manifestation of will at their conclusion. By exception to the rule, the validity of the legal act depends on

its form only when this is expressly required by law. In some cases, the legislator imposes the form as a condition of validity in order to alert the parties to the importance of the act they conclude and the consequences that the act may have (for example, in the mortgage contract). In other cases (for example, the authentic will) the form is imposed to ensure full freedom and certainty of consent (the authentic will is drawn up by a notary).

b) The form required for the proof of the act is the requirement, imposed by law or by the parties, to be drawn up in writing, without its absence entailing the invalidity of the act. As a sanction for failure to comply with the form required *ad probationem*, the legislator, in art. 322 paragraph (1) of the Civil Code, established that: "Failure to comply with the written form of the legal act deprives the parties of the right to request, in the event of a dispute, evidence with witnesses to prove the legal act".

c) The form required for the opposability towards third parties*,* is understood as the formalities that the law provides that must be fulfilled in order to protect the interests of persons other than the parties to the legal act, such as the registration of the act.

In some cases, the law nevertheless requires compliance with certain formalities so that the legal act is known to third parties in the case of rights that play an important role for the holders - registration. Only legal acts expressly provided for by law are subject to registration. For example, the legal act that has as its object real estate or encumbrances on these assets, must be registered in the manner established by law (at the Public Services Agency, in the Real Estate Register).

Another example is in art.1293 of the Civil Code which stipulates that the lessee has the obligation to register the lease contract in the real estate register within 3 months from the date of conclusion of the contract. If the requirement for timely registration of the lease contract is not met, the contract becomes unenforceable against third parties.

Legal acts can be concluded in the following forms: verbal, written, electronic or authentic (article 316 paragraphs (1), (4) and (5) of the Civil Code).

The verbal form of a civil legal act, according to the general rule (art.317), is for any legal act, except for cases expressly provided for by law or by agreement of the parties. The essence of the verbal form is that no document is drawn up.

Legal acts that are executed immediately upon their conclusion can be concluded verbally and, in this case, do not depend on the value of their object (the moment of conclusion must coincide with the moment of execution of the legal act). Exceptions to this rule are legal acts for which the law requires an authentic form and legal acts for which the written form is required for validity. The verbal form may be accompanied by the issuance of documents (a check,

payment receipt, ticket, travel ticket), which does not change its verbal nature.

By conclusive actions, the act is considered concluded in the case where the person's behavior clearly shows the will to conclude it (for example, the person who inserts an amount into a specialized machine, thus expresses his will to purchase the good).

The conclusion of civil legal acts by conclusive actions is frequent in everyday practice. It is worth noting that only those legal acts can be concluded by conclusive actions, which by their essence can be concluded in this way.

The behavior of the person who clearly denotes his will to conclude legal acts by conclusive actions will produce legal effects only in the case when such acts can be concluded also in verbal form (Chirtoacă L., 2015, p.37). The provisions of art.316 paragraph (3) of the Civil Code, which stipulates that legal acts that can be concluded verbally are considered concluded also if the person's conduct visibly denotes the intention to conclude them, are instructive in this regard.

Civil legal acts that can be concluded by conclusive actions are: the passenger transport contract, which can be concluded by the relative expression of will, raising the hand to stop the vehicle or parking the taximeter at the place intended for passenger boarding, sale-purchase using the automatic device (art.1162 paragraph (2)), acceptance of the offer by actions that attest to consent (art.1042 paragraph (2)), cash withdrawal through the automatic banknote dispenser ("ATM"), acceptance of the inheritance by entering into possession of the inheritance patrimony, etc.

Silence. Among peoples of Latin origin, an old principle from Roman law qui tacet consentire videtur (whoever remains silent agrees) can be found. Silence can be considered an expression of the will of the party to the legal act (for example, the term of the lease is extended by one year if the parties remain silent and continue the legal relations; in this example, the will of the lessor to extend the term of the lease is expressed by silence, and that of the lessee by conclusive actions) (Chirtoacă L., 2008, p.86-87).

Silence in itself does not produce legal effects, because it does not allow to deduce with certainty the will of the person to conclude the legal act. Therefore, silence is considered as an expression of the will to conclude a civil legal act only in cases expressly provided for by law or by agreement of the parties.

The legislator took over this principle only to the form of the legal act. For example, according to art.1280 par. (1) of the Civil Code, the lease contract is considered extended for an indefinite period if the contractual relations continue tacitly after the expiration of the contract term. Similar provisions exist in other articles of the Civil Code.

The written form of the act is a manifestation of will recorded in a document signed by the contracting parties (Articles 321-322 of the Civil Code).

Art.321 paragraph (1) of the Civil Code establishes that legal acts between legal entities, between legal entities and natural persons and between natural persons must be concluded in writing if the value of the object of the legal act exceeds 1000 lei, and in cases provided for by law, regardless of the value of the object. Failure to comply with the written form of the legal act does not affect the validity of the legal act, but deprives the parties of the right to request, in case of litigation, evidence with witnesses to prove the legal act (Art.322 paragraph (1)).

Electronic form. According to Art.318 of the Civil Code, a legal act is in electronic form if it is contained in an electronic document that meets the requirements of the law. The types of electronic signatures that can be applied to an electronic document, the degree of protection of each type and its legal value are determined by law (art. 318 paragraph (2) Civil Code).

The Law of the Republic of Moldova on electronic identification and trust services (No. 124/2022) (Official Gazette of the Republic of Moldova, 2022, No.170-176) provides for the types of electronic signatures, the principles and mechanisms for their use. The legal act in electronic form is equivalent to the legal act in written form if it bears the advanced qualified electronic signature of the person concluding the act, as well as in other cases provided for by law (art. 318 paragraph (3) Civil Code).

The advanced qualified electronic signature has the same legal value as the holographic signature. The manner in which the degree of protection of the advanced qualified electronic signature is ensured for its equivalence with the holographic signature applied on paper is established by the competent body.

The authentic form (articles 323-324 of the Civil Code) differs from the simple written form in that the signatures of the parties to the legal act are certified by a notary, in accordance with the provisions of the Law of the Republic of Moldova on notarial procedure, no. 246/2018 (Official Gazette, 2019, no. 30-37).

The authentic form of the legal act is mandatory: a) if the legal act has as its object the alienation of immovable property, except for the cases expressly provided for by law; b) in the cases provided for by the agreement of the parties, even if the law does not require authentic form; c) in other cases established by law (article 323 of the Civil Code). Failure to comply with the authentic form leads, in accordance with article 324 paragraph (1) of the Civil Code, to the nullity of the legal act in all cases. Most often, the parties resort to the authentic form due to the advantages it presents, although the legislator does not require this form for the validity of the legal operation.

Conclusions and recommendations

The legal act in electronic form is a variety of the legal act in standard form, being a manifestation of will made with the intention of producing legal effects,

respectively to create, modify or extinguish legal relationships between natural and/or legal persons.

The legal nature of the contract concluded in electronic format should not differ from a classic contract, concluded in written form in the presence of the parties. Therefore, we are in the presence of a legal act, even if it is concluded by electronic means. Unlike the classic legal act, in the case of electronic legal acts we have a specific way in which the manifestation of will takes place. The manifestation of the will of the subjects when concluding electronic legal acts is realized by means of a computer program.

Digitalization is inevitable and the progress made through the implementation of digitalization is evident, but there are still multiple opportunities to improve civil legislation. Daily life shows us that in the future, modern means of evidence will be used more and more often due to technological progress. It has become a certainty that the use of classical documents in the future will be significantly reduced and, in this context, civil legislation must answer the most challenging questions, ensuring legal protection of individuals.

We consider it necessary to identify new solutions regarding the regulation of civil legal acts concluded in the online environment. Such regulations currently do not exist in the Republic of Moldova and this fact generates numerous interpretations. The lack of an adequate normative basis for legal acts in the online environment disadvantages individuals and/or legal entities who wish to initiate contractual relationships on various platforms in the online environment.

Currently, the electronic signature is recognized throughout the territory of the Republic of Moldova and, with some exceptions, abroad. Unfortunately, we note a lack of recognition in other states of the electronic signature issued by the Moldovan authorities and this fact limits the activity of individuals/legal entities carrying out entrepreneurial activity.

The method of resolving disputes arising from the conclusion of electronic legal acts does not have a separate regulation in the legislation of the Republic of Moldova, being left either to the discretion of the parties to stipulate this aspect in the contract, appealing to the general provisions applicable to any dispute (the norms of civil procedural legislation), or to alternative methods of resolving the dispute (mediation, arbitration).

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