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FROM PAPER TO DIGITAL: ELECTRONIC SIGNATURE AND RECORD IN THE CONTEXT OF ROMANIAN LEGAL REGULATIONS

F. F. MOROZAN

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Florina Florentina MOROZAN
Senior Lecturer, PhD.
Faculty of Law, University of Oradea, România
E-mail: florinamorozan@yahoo.com
ORCID ID: https://orcid.org/0009-0008-9009-7729

Abstract

The transition from traditional written forms to electronic communication has accelerated in recent years, particularly due to the expansion of teleworking and the widespread use of remotely concluded contracts. These developments necessitated a coherent legal framework governing the creation, transmission, and evidentiary value of electronic documents and electronic signatures. Romania aligned early with European trends and progressively modernized its legislation to ensure the authenticity, integrity, and legal certainty of digital documents. A decisive step in this evolution is represented by Law No. 214/2024, which harmonizes national rules with the eIDAS Regulation and introduces essential updates to the Code of Civil Procedure. The new law modernizes and unifies previous regulations, adapting them to the current technological context and facilitating the interoperability of digital solutions at the European level.

This study presents the evolution of European and Romanian regulations applicable to electronic documents and electronic signatures, emphasizing the implications for judicial practice and the challenges courts have encountered during this transition. The paper highlights the need for a technologically neutral and predictable legal framework capable of supporting the digitalization of civil procedures and private law relations while safeguarding fundamental procedural rights.

Key words: *electronic document, electronic signature, advanced electronic signature, eIDAS, evidence.*

INTRODUCTION

The concept of a "document" has historically been linked to a tangible, paper-based medium capable of capturing and preserving information relevant to a legal act. The rapid digitalization of social and economic life has progressively challenged this traditional understanding. As communication technologies evolved and remote interactions became routine, the legal system was compelled to broaden the notion of a document to include dematerialized forms, as well as to recognize the possibility of authenticating them through electronic signatures. The expansion of teleworking and the increasing prevalence of contracts concluded without the physical presence of the parties further accelerated the need for a regulatory framework adapted to these new realities.─This progress can be identified not only in civil matters but also in criminal (*Miheș, 2025, p.747*) and fiscal matters (*Cîrmaciu, 2024, pp. 560-561*).

Classical legal doctrine associated the document with a written manifestation of will recorded on a durable physical support. For example, Ciobanu described the document as a written declaration concerning a legal act or fact, materialized through various methods of inscription on paper or other physical media (*Ciobanu, 1997, p. 163*). Traditional civil law distinguished between authentic instruments and private deeds, while also acknowledging other written forms with evidentiary relevance, such as merchants' accounts, household records, or commercial correspondence governed by the Commercial Code of 1887.

After 2000, Romanian legislation increasingly integrated digital technologies, introducing the category of electronic documents and adapting procedural rules accordingly. The reform of the Code of Civil Procedure[1] marked a significant step in this direction, offering a definition of the document that focuses on the informational content rather than the material form that supports it. Under Article 259 CPC, a document may consist of any record of data relating to a legal act or fact, irrespective of the medium used. The Code structures the evidentiary regime of documents into several categories—authentic acts, private deeds, documents stored in electronic format, recognitive instruments, and other forms of written evidence—while providing that an electronic record may serve as proof under conditions analogous to those applicable to documents on paper (Arts. 266–267 CPC).

This study examines the development of European and national regulations concerning electronic documents and electronic signatures, outlines the main stages of legislative evolution, and highlights the challenges that judicial practice has encountered in applying these modern instruments.

[1] *Law No. 134/2010 on the Code of Civil Procedure* was published in the Official Gazette of Romania, No. 485 of 15 July 2010, and republished in the Official Gazette of Romania, No. 247 of 10 April 2015.

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I. THE HISTORICAL EVOLUTION OF SPECIAL LEGISLATION

In 1999, Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a community framework for electronic signatures was adopted. The Directive was also transposed into the legislation of other states. The adoption in France of Law No. 2000-230 of 13 March 2000[2], which modernized the law of evidence in response to technological developments, brought significant amendments to the French Civil Code. Through this legislative intervention, the traditional concept of "written evidence" was expanded to include electronic formats, and the amended provisions expressly introduced the notions of "electronic document" and "electronic signature." The new rules established that information recorded by intelligible characters or symbols may constitute a written document regardless of the material medium or transmission method, thereby recognizing legal equivalence between electronic documents and paper-based documents, provided that the requirements concerning the identification of the author and the preservation of the document's integrity are fulfilled.

According to the amendments brought to the French Civil Code, an electronic document is admissible as evidence insofar as it allows the author to be identified and is created and stored under conditions that ensure the integrity of the data (Art. 1316-1 French Civil Code). Furthermore, where no special legal rules or agreements between the parties exist, the judge determines the evidentiary value of written evidence by assessing the credibility of the documents, irrespective of the medium used (Art. 1316-2 French Civil Code). Thus, the French legal framework affirms the principle of technological neutrality, ensuring equal treatment for digital and traditional documents where authenticity and integrity requirements are satisfied.

Regarding the electronic signature, the French Civil Code defines it as a reliable identification process establishing a link between the signatory and the legal act to which the signature is attached (Art. 1316-4 French Civil Code[3]). The law provides for a presumption of reliability when the signature is generated by a mechanism that guarantees the identification of the person, the authenticity of the document, and the integrity of its content, unless proven otherwise. In this

[2] *Law No. 2000-230 of 13 March 2000 concerning the adaptation of evidence law to information technologies and electronic signatures*, JORF No. 62, 14 March 2000, https://www.legifrance.gouv.fr/loda/id/JORFTEXT000000399095 .

[3] The provisions cited above correspond to Articles 1316 to 1316-4 of the French Civil Code, introduced by Law No. 2000-230 of 13 March 2000 (JORF No. 62, 14 March 2000). These articles structured the legal regime of electronic writing and electronic signatures in France. Following the 2016 reform of contract law (Ordonnance No. 2016-131 of 10 February 2016), the numbering of these provisions was modified. The rules governing electronic writing and electronic signatures are now found primarily in Articles 1365 to 1367 of the French Civil Code, while maintaining the substantive principles established in 2000.

manner, the electronic signature is granted the same legal force as a handwritten signature when the technical requirements established by law are met.

Romania introduced its first comprehensive regulation on electronic documents and electronic signatures through Law No. 455/2001[4], adopted as part of the implementation of Directive 1999/93/EC[5]. This act represented the starting point of the national legal framework governing electronic identification mechanisms and the validity of digitally created documents.

One of the central contributions of Law 455/2001 was the establishment of a statutory definition of the electronic document. According to Article 4, point 2, the law understood the electronic document as a set of data arranged in electronic format, whose internal structure allows the representation of intelligible information—letters, digits, or other symbols—capable of being accessed through appropriate software tools. By doing so, the legislator shifted the focus from the material medium to the informational content and its functional organization.

The law also drew clear distinctions regarding the legal effects of electronic signatures. Under Article 5, an electronic document bearing an advanced electronic signature—created using a secure signature-creation device and supported by a qualified certificate valid at the time of signing—was treated as equivalent to a document under private signature. This equivalence concerned both the validity of the act and its legal effects between the parties.

Beyond formal validity, Law 455/2001 addressed the probative force of electronic documents. Article 6 provided that a signed electronic document produces the same effects as an authentic instrument when the person against whom it is invoked acknowledges the signature. Moreover, Article 7 clarified that the requirement of written form—whenever imposed either for proving or for the validity of an act—is satisfied when the document carries an advanced electronic signature generated under the conditions set by the law.

When the authenticity of an electronic document or signature was challenged, the law imposed a specific verification procedure. In accordance with Article 8, the courts were required to order technical expertise whenever a party denied the document or the signature. The expert had to obtain and examine the relevant qualified certificates and any additional information necessary to determine the identity of the creator or signatory of the document.

Law No. 455/2001 remained the key reference for almost two decades, until it was repealed and replaced by Law No. 214/2024, which now governs electronic signatures, electronic timestamps, and trust services. The new act

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[4] *Law No. 455/2001 on the electronic signature* was published in the Official Gazette of Romania, Part I, No. 429/2001, and republished in the Official Gazette No. 316 of 30 April 2014.

[5] *Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC*, OJ L 257, 28.8.2014, pp. 73–114, available at: https://eur-lex.europa.eu/eli/reg/2014/910/oj.

reflects technological evolution and ensures alignment with the European regulatory framework introduced by the eIDAS Regulation.

When examining the legal regime of contracts concluded by electronic means, reference must also be made to Law No. 365/2002 on electronic commerce[6] and Emergency Ordinance No. 34/2014[7]. These acts provide the general framework for transactions carried out through digital instruments and clarify the conditions under which such contracts are formed and produce legal effects. The widespread use of electronic communication has significantly facilitated commercial interactions, allowing professionals to promote and offer their goods or services on a much wider scale, while enabling consumers and other contracting parties to access information rapidly and efficiently. As noted in the literature, electronic contracting offers substantial advantages in terms of accessibility, cost reduction, and the speed with which contractual steps can be completed (*Popa & Morozan, 2025, p. 105*).

Emergency Ordinance No. 34/2014 defines the *distance contract* as an agreement concluded between a professional and a consumer within a sales or service-provision system that operates without the simultaneous physical presence of the parties, using one or more means of remote communication up until the moment of contract formation[8]. This definition emphasizes the dematerialized and asynchronous nature of electronic contracting.

Furthermore, Article 7 of Law No. 365/2002[9] establishes that contracts concluded by electronic means enjoy the same legal validity and produce the same effects as any other contract, on the condition that all general requirements for validity—such as consent, capacity, object, and cause—are fulfilled. As regards proof, obligations arising from electronic contracts may be demonstrated using the rules of common law on evidence, supplemented by the principles set out in the special legislation regarding electronic signatures, previously contained in Law No. 455/2001.

II. JURISPRUDENTIAL CONTROVERSIES REGARDING ELECTRONIC SIGNATURE

The case law developed over the past years has revealed several inconsistencies between the general rules governing electronic signatures and the provisions of special legislation. One of the most debated issues concerned the

[6] *Law No. 365/2002 on electronic commerce* was published in the Official Gazette No. 483 of 5 July 2002 and subsequently republished in the Official Gazette No. 959 of 29 November 2006.

[7] *Emergency Ordinance No. 34/2014 regarding consumer rights in contracts concluded with professionals, as well as for the amendment and completion of certain normative acts*, published in the Official Gazette of Romania, Part I, No. 427 of 11 June 2014.

[8] *Emergency Ordinance No. 34/2014 regarding consumer rights in contracts concluded with professionals, as well as for the amendment and completion of certain normative acts*, Art.2.

[9] *Law No. 365/2002 on electronic commerce,* Art.7.

legal validity of contravention reports issued under Government Ordinance No. 15/2002[10], particularly those relating to the failure to pay the road usage fee (rovinietă). In practice, these reports were frequently delivered to the alleged offenders either by postal service, with confirmation of receipt, or by posting at their residence. The forms did not contain the handwritten signature of the issuing officer; instead, they indicated that the act had been generated and authenticated electronically, by means of an extended electronic signature compliant with Law No. 455/2001.This practice generated divergent judicial solutions. Some courts considered that an electronically signed act meets the formal requirement of signature, even when the document is later produced in paper form. Other courts held that, once converted into a physical document, the absence of a handwritten signature constitutes a formal defect that cannot be remedied, rendering the report null.

The controversy eventually reached the High Court of Cassation and Justice, through an appeal in the interest of the law. The Court examined whether a contravention report drafted electronically but served in physical form must nevertheless bear a handwritten signature in order to comply with the formal validity conditions.

By admitting the appeal, the High Court established that contravention reports issued under Article 8(1) of Government Ordinance No. 15/2002 and drawn up in accordance with Article 9(1)(a), (2) and (3) become legally ineffective when served in paper form without the handwritten signature of the officer who prepared them. The Court's reasoning is detailed in Decision No. 6/2015[11], where it emphasized:

"It is true that an extended electronic signature attached to an electronic document for which the written form is required by law *ad validitatem* fulfils the same function as a handwritten signature on a document printed on paper and, moreover, provides additional guarantees of uniqueness, identity, security, and integrity, and cannot be repudiated by its author. However, these functions are recognized only when the document to which the electronic signature is attached is also transmitted and received by the addressee in electronic format. Otherwise, when the document is received by its addressee in paper format, the authenticity of the act—when the written form is required by law *ad validitatem*—is ensured

[10] *Government Ordinance No. 15/2002 on the application of the road usage fee and the toll for the national road network in Romania*, published in the Official Gazette of Romania, Part I, No. 82 of 1 February 2002

[11] *Decision No. 6 of 16 February 2015 of the High Court of Cassation and Justice concerning the appeal in the interest of the law* filed by the Ombudsman regarding the interpretation of Article 17 of Government Ordinance No. 2/2001 on the legal regime of contraventions and of Law No. 455/2001 on the electronic signature, published in the Official Gazette of Romania, Part I, No. 199 of 25 March 2015, available at: https://www.iccj.ro/2015/02/16/decizia-nr-6-din-16-februarie-2015

only by the affixing, on that act, of the handwritten signature of the instrumenting officer (*finis solemnibus forma dat esse rei*)."

This decision provided necessary clarification and ensured uniform practice, making clear that the method of service of the document determines the applicable formal requirements: a paper document must comply with the formalities specific to paper-based acts, including handwritten signature, regardless of whether it was initially generated electronically.

Courts have also encountered practical difficulties when assessing the formal validity of procedural documents transmitted electronically. A recurring issue involved statements of claim, appeals, or other procedural acts that were submitted by e-mail or uploaded to court platforms, but which contained only a scanned handwritten signature, rather than an electronic signature created in accordance with the law. If such a scanned signature were considered insufficient, the procedural act would be deemed unsigned, with potential consequences for its admissibility. It is important to note that the Code of Civil Procedure does not contain specific provisions regulating the form of the signature on electronic submissions.

A relevant example is provided by a decision of the Bucharest Court of Appeal[12]. The court held that a notice of appeal bearing only a photocopied signature—resulting from printing a PDF document—did not satisfy the requirement of signature laid down in Article 148(1) CPC. For an electronic document to be treated as equivalent to a document under private signature, it must be signed using an electronic signature that meets the applicable legal standards, and this condition was not fulfilled in that case. The court therefore ordered the appellant either to file a version bearing the handwritten signature of the institution's legal representative or to submit an original signed copy. As the appellant failed to comply, the appeal was annulled for lack of signature (see *Croitoru, 2019*).

Another line of cases concerned the use of extended electronic signatures on supporting documents such as invoices, receipts, or evidence of attorney's fees. In one instance[13], the opposing party challenged the validity of an electronically signed receipt and argued that the absence of a date rendered the document defective. The documents had been submitted through the judicial portal (rejust.ro), each bearing an extended electronic signature applied by the lawyer. The court fee payment, made via Ghiseul.ro, was likewise transmitted in electronic format and signed electronically.

[12] *Bucharest Court of Appeal, 4th Civil Division, Civil Decision No. 953A of 18 September 2018*, summarized by M. S. Croitoru, "Nullity of the Appeal Due to the Absence of an Electronic Signature," Romanian Journal of Jurisprudence, No. 1, 2019, https://www.universuljuridic.ro/nulitatea-apelului-pentru-lipsa-semnaturii, consulted on 15 November 2025, 17:30.

[13] Neamț Tribunal, First Civil Division, Decision of 31 October 2025, No. RJ d947573g9/2025.

The first-instance court refused to award legal costs, reasoning that the receipt had not been filed in its original form and that the lawyer had not certified the conformity of the copy. On appeal, however, this reasoning was overturned. The appellate court found that the extended electronic signature ensured identification of the signatory, preserved the integrity of the content, and offered a sufficient guarantee of authenticity, making additional certification unnecessary.

The court also recalled the case law of the European Court of Human Rights, which consistently stresses that procedural rights must be interpreted in a manner that does not impose disproportionate formalism. Denying legal costs solely because of the absence of a manually certified copy would amount to an excessive restriction on a party's effective access to a court, contrary to Article 6 ECHR.

With regard to the missing date, the appellate court reasoned that the electronic signature itself certifies both the authenticity of the document and the exact moment at which it was issued. Consequently, the absence of a date on the electronically signed receipt did not undermine its evidentiary value. The appeal was therefore allowed, and legal costs were granted.

III. BRIEF CONSIDERATIONS ON THE CURRENT LEGAL REGULATIONS

III.1. The European legal framework

A major development at the level of the European Union was the adoption of Regulation (EU) No. 910/2014 [14], commonly referred to as the eIDAS Regulation, which established the foundational rules for electronic identification and trust services used in the internal market. By introducing uniform standards applicable across Member States, the Regulation sought to ensure that electronic transactions could be carried out securely, particularly in contexts that require reliable methods of identifying persons, preventing repudiation of actions, and preserving the integrity and accessibility of contractual documentation. Since eIDAS is a Regulation, it has been directly applicable in all Member States from 1 July 2016, without the need for national transposition measures.

Although the Regulation created a harmonized legal framework, it also left certain aspects to the discretion of Member States, including the legal effects attributed to simple and advanced electronic signatures. According to Articles 3(10)–(12), eIDAS defines an *electronic signature* as electronic data attached to or logically associated with other electronic data and used by the signatory to sign. An *advanced electronic signature* must satisfy several cumulative conditions: it must be uniquely connected to the signatory, capable of identifying them, created using data under their exclusive control, and linked to the signed material in a

[14] *Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC*, OJ L 257, 28.8.2014, pp. 73–114, available at: https://eur-lex.europa.eu/eli/reg/2014/910/oj.

manner that allows any subsequent alteration to be detected. A *qualified electronic signature* represents the highest level of assurance, combining the characteristics of an advanced signature with the additional requirements of being generated by a qualified device and supported by a qualified certificate.

The regulatory landscape was significantly revised in April 2024 through Regulation (EU) 2024/1183[15], which updated eIDAS in order to establish a coherent European framework for digital identity. One of the main objectives of the amending Regulation is to guarantee that all EU citizens and legally residing individuals have access to a digital identity under their personal control. This framework is designed to allow secure access to public and private sector services, both online and offline, throughout the Union. The reform also aims to reduce fragmentation between national identification systems, eliminate barriers arising from incompatible solutions, and enhance both transparency and the protection of fundamental rights in the digital environment.

A central innovation introduced by the 2024 amendment is the creation of the European Digital Identity Wallet, a standardized electronic identification tool. The Wallet enables users to securely store, manage, and present identification data and electronic attestations of attributes, and to provide them to entities that rely on such information. It is also intended to support the use of qualified electronic signatures and qualified electronic seals, thereby strengthening cross-border recognition and facilitating digital transactions within the internal market.

III.2. Internal regulatory framework

The current Romanian Code of Civil Procedure includes specific provisions regarding documents stored on electronic media, set out in Articles 282–284. When the information relating to a legal act is preserved in electronic format, the document that reproduces this information may serve as evidence, provided it is intelligible and offers sufficient guarantees of authenticity and reliability concerning both its content and its origin. In evaluating these elements, the court must consider the way in which the data were initially recorded, as well as the characteristics of the document used to reproduce them.

The Code establishes a presumption of credibility for data recorded electronically when the recording is carried out in a continuous, systematic manner, without omissions, and when the medium used ensures protection against alteration or falsification. If these conditions are met, the integrity of the data is presumed, and this presumption also benefits third parties when the recording is performed by a professional acting within their field of activity.

[15] *Regulation 1183 of 11 April 2024 amending Regulation (EU) No. 910/2014 on the establishment of a European framework for digital identity*, OJ L 2024/1183, 30 April 2024, available at: https://eur-lex.europa.eu/legal-content/RO/ALL/?uri=CELEX:32024R1183 .

Article 284 CPC states that a document reproducing data recorded on electronic media constitutes full proof between the parties, until evidence to the contrary is presented. This confers upon such documents a relative presumption of validity, which may be overturned by an interested party. However, the evidentiary force granted by this provision does not apply when the medium or technology used does not provide adequate guarantees of integrity. In these circumstances, the electronic document may still be used, depending on its content and the context, as a material means of proof or as the beginning of written evidence. The legislator thus adopts a form of conversion of evidentiary value: even when full probative force is lacking, the expression of will embedded in the document may still produce limited legal effects.

The notion of document integrity, as referenced in Article 284 CPC, must be distinguished from the requirement in Article 283 CPC concerning the preparation of the document "without gaps." While the latter refers to the content and formation of the act, the guarantee of integrity in Article 284 concerns the technical reliability of the electronic medium—specifically, the assurance that the data have not been partially altered or erased and that the content faithfully reflects the parties' genuine intentions.

Articles 282–284 CPC do not introduce separate rules for the administration or verification of documents stored on electronic media. As a result, the general procedural rules governing the taking of evidence, contained in Articles 260–263 CPC, apply correspondingly.

With respect to documents created directly in electronic form, their evidentiary regime is governed by special legislation, in accordance with Article 267 CPC. At present, this special framework is provided by Law No. 214/2024[16], which regulates the use of electronic signatures, electronic seals, electronic timestamps, and electronic documents incorporating such elements. As noted in the literature, the law was designed to offer a unified and technologically updated regulatory structure, aligned with European standards governing electronic identification and trust services (*Avram, 2024, p. 2*).

Under Article 3 of Law No. 214/2024, all categories of electronic signatures regulated either by Regulation (EU) No. 910/2014 or by national legislation are capable of producing legal effects and may serve as admissible evidence before judicial authorities. An electronic legal act that is signed using the form of electronic signature required by law—or using a qualified electronic signature regardless of context—enjoys the same legal validity as the corresponding document executed on paper.

The assessment of the validity of an electronic signature must be carried out with reference to the legal and technical requirements applicable at the

[16] *Law No. 214/2024 on the use of the electronic signature, the timestamp and the provision of trust services based thereon*, was published in the Official Gazette No. 647 of 8 July 2024.

moment the signature was created. Consequently, the subsequent expiry of the certificate used to generate the signature does not compromise the effects of the document. This approach also applies to advanced electronic signatures that are not linked to qualified certificates but are based on other technological solutions capable of meeting the functional requirements imposed by law. Article 4 of Law No. 214/2024 further clarifies that the legal consequences of a signed electronic document differ depending on whether the signature applied is simple, advanced, or qualified.

A simple electronic signature may produce legal effects equivalent to a handwritten signature only in a limited number of situations, expressly set out in Article 4(9) of the law:
a) when the legal act has a pecuniary value not exceeding half of the gross minimum wage on the date of signing; b) when the party against whom the act is invoked acknowledges the document; or c) when both parties qualify as "professionals" and have previously agreed—through a document signed by hand or with a qualified electronic signature—to grant simple electronic signatures the same effects as handwritten signatures. In such cases, the parties expressly declare that they understand the associated risks and the allocation of the burden of proof.

A qualified electronic signature retains the highest level of legal certainty. In accordance with Article 25(2) of Regulation (EU) No. 910/2014, a qualified electronic signature produces the same effects as a handwritten signature. Moreover, an electronic document issued by a public authority or by a person exercising public authority, when signed with a qualified signature or bearing a qualified electronic seal, is treated as an authentic act. When written form is required *ad validitatem,* the requirement is satisfied if the electronic document is signed with a qualified electronic signature or with an advanced signature that, under national law, produces effects equivalent to a handwritten signature. If written form is required only for evidentiary purposes, the requirement may be met by a qualified, advanced, or simple electronic signature, provided that the latter is used in the conditions defined in Article 4(9). When the law demands authentication of the act under the Civil Code, the specific rules on notarial authentication apply. Law No. 214/2024 does not modify these requirements.

As regards disputes over the authenticity of electronic signatures, Law No. 214/2024. challenged, the responsibility for proving that the legal and technical requirements have not been met rests with the party contesting the signature. By contrast, for advanced and simple electronic signatures, the burden shifts: the party relying on the signature must demonstrate that the applicable conditions have been fulfilled (*Dimitriu, 2024, p. 33*).

Law No. 214/2024 also introduced amendments to the Code of Civil Procedure in order to harmonize procedural rules with European requirements and the new national framework. Service of procedural documents by the court must now be accompanied by a qualified electronic signature or by an advanced

electronic signature based on a certificate issued by a Romanian public authority, replacing the traditional seal and the clerk's signature in the mandatory citation elements (Art. 154(6) CPC). Similarly, judicial decisions served by electronic means must be signed with a qualified or advanced signature based on a certificate issued by a public authority, which substitutes for the court's seal and the clerk's signature (Art. 154[1] CPC).

CONCLUSION

The development of legislation on electronic signatures illustrates the progressive integration of digital tools into civil procedure and private law relations. By updating the national framework to reflect the standards established at European Union level, particularly through Regulation (EU) No. 910/2014 and its 2024 amendment, Law No. 214/2024 creates a consistent and modern regulatory environment that treats electronic and paper-based documents as functionally equivalent whenever legal requirements are met. In practice, electronic signatures and electronic documents have become ordinary instruments used in daily legal and commercial activity, supporting the efficiency and accessibility of justice.

The fact that the law differentiates between the effects of simple, advanced, and qualified electronic signatures ensures an appropriate balance between legal certainty and technological flexibility, while maintaining the procedural safeguards necessary for protecting the parties' rights. Recent case law demonstrates that courts are increasingly willing to accept electronically signed documents as reliable evidence and to avoid procedural formalism that would unnecessarily limit a party's ability to assert their claims.

Taken together, these developments consolidate confidence in digital trust services and reaffirm the role of electronic documents as legitimate and effective means of proof within the Romanian legal system. The current framework therefore represents an important step toward building a legal environment capable of supporting long-term digital transformation.

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