

Legal obstacles to electronic litigation in Algeria

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Abstract:

Digitization constitutes a tangible reality that the world is experiencing in all fields, and Algeria is not immune to this development in the management of the various ancillary activities of the state, especially the judiciary as the link between the law and its application, which if lost, the people and the executive authority will be isolated from the law in a way that disrupts the general order of the state.

Therefore, the work of electronic litigation has become necessary to add transparency and reassure the litigant of his justice. However, this transition requires strengthening the legal texts related to electronic proof, and that it be in line with the digitization of all important sectors in the state, such as taxes, real estate preservation, and customs, provided that it does not precede them in digitization so that rights are not lost due to futility. Reliance on paper documents in electronic media.

Keywords:

Obstacles, digitization, justice, public service, evidence, law, Algeria.

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المعوقات القانونية للتقاضي الإلكتروني في الجزائر

الملخص:

تشكل الرقمنة واقعا ملموسا يعيشه العالم في جميع المجالات، والجزائر ليست بمنأى عن هذا التطور في تسيير مختلف النشاطات المرفقية للدولة، لاسيما القضاء كحلقة الوصل بين القانون وتطبيقه، التي إن ضاعت انعزل الشعب والسلطة التنفيذية عن القانون بشكل يخل بالنظام العام للدولة. لذلك أصبح العمل بالتقاضي الإلكتروني ضروريا لإضفاء الشفافية واطمئنان المتقاضي لعدالته. غير أن هذا الانتقال يستدعي تدعيم النصوص القانونية المتعلقة بالإثبات الإلكتروني، وأن يكون مواكبا لرقمنة جميع القطاعات الهامة في الدولة كالضرائب والحفظ العقاري والجمارك، على أن لا يسبقها في الرقمنة حتى لا تضيع الحقوق لعدم جدوى الاعتماد على الوثائق الورقية في الوسائط الإلكترونية.

الكلمات المفتاحية:

عوائق، رقمنة، العدالة، المرفق العام، الإثبات، القانون، الجزائر.

Les obstacles juridiques au contentieux électronique en Algérie Résumé :

La numérisation constitue une réalité que le monde connaît dans tous les domaines, et l'Algérie n'échappe pas à cette évolution dans la gestion des différentes activités annexes de l'État, notamment la justice comme lien entre le droit et son application, qui s'il se perdait, le peuple et le pouvoir exécutif seront isolés de la loi d'une manière qui perturbera l'ordre général de l'État.

Le contentieux électronique est donc nécessaire pour ajouter de la transparence et rassurer le justiciable sur la justice. Cependant, cette transition nécessite de renforcer les textes juridiques relatifs à la preuve électronique, et qu'elle soit en phase avec la numérisation de tous les secteurs importants de l'État, comme les impôts, la préservation des biens immobiliers et les douanes, à condition qu'elle ne les précède pas afin que les droits ne soient pas perdus pour cause de futilité.

Mots clés:

Obstacles, numérisation, justice, service public, preuve, droit, Algérie.

Introduction

Within the framework of modernizing judicial management methods and with the aim of facilitating the work of lawyers and improving the quality of the justice facility, the Algerian Ministry of Justice launched an innovative digital floor project with the aim of gradually shifting towards electronic litigation¹, by enabling lawyers to electronically exchange petitions and memorandums from anywhere across the national territory without moving to the judicial authority submitted. The dispute is before it, and without the hassle of moving to the sessions, as the Ministry of Justice, within the framework of the new digital platform, is responsible for all litigation procedures, starting from electronic payment until registration and then the electronic exchange of petitions.

If the judiciary is an independent authority that protects society and the freedoms and rights of citizens in accordance with the Constitution², then resorting to its protection requires proving the disputed right. To do this, the litigant may resort to various administrative departments such as the Real Estate Governorate or the Tax Authority to obtain contracts or tax extracts depending on the status of the right to be proven. This paper-based public service - despite its delayed digitization - may conflict with the transition to a digital judiciary, which does not assume the paper exchange of petitions and documents, but rather relies on new means of proof that are characterized by their intangible nature: “electronic proof”³, while maintaining the same rules of proof.

Hence, it was necessary to investigate a problem: Did the Algerian legislator provide the legal arsenal guaranteeing the transition to electronic justice that safeguards rights? In light of the decline in the authority of proof by e-mail (the first axis), given that litigation will take place electronically via a digital platform such as e-mail, and the delay in implementing electronic management (the second axis) in the rest of the important economic and administrative sectors.

Chapter I: The decline in the validity of email evidence

¹-Tabbi Abdel Rashid, generalizing digitization and the sector’s orientation towards electronic justice, study day on electronic litigation, Mohamed Boudiaf University, with the contribution of the M’sila Judicial Council, day: May 27, 2023.

²- Constitution of the People’s Democratic Republic of Algeria, Official Gazette No. 85, issued on: December 30, 2020, Articles 163 and 164.

³-Order No. 75-58 of September 26, 1975 containing the Civil Code, amended and supplemented up to Law No. 07-05 of May 13, 2007, Official Gazette No. 31, issued on May 13, 2007, Articles 323 bis 1 and 324 bis 7.

E-mail is defined in jurisprudence⁴as: « the machine for the asynchronous electronic exchange of messages between computers », or as: « those documents that are sent or received by an electronic postal communications system and include brief notes of a real formal nature, and can be accompanied by attachments such as word processing ».And any other documents sent along with the same letter.

The French law on trust in the digital economy defined it⁵ as:« Every message, whether text, audio, or accompanied by images or sounds, that is sent over a public communications network, and is stored on one of the servers of that network or in the terminal equipment of the addressee so that the latter can retrieve it».

Postal addresses are similar in form, consisting of two syllables separated by the @ symbol. The first syllable located to the left of this symbol indicates the name of the user, that is, the person who owns the mailbox, which may be his real name or just a symbol for him or a pseudonym. This part is what It distinguishes the user from other users of the e-mail service provider. The part to the right of the @ symbol always refers to the service provider, and this section consists of the host name and its type of activity. The symbol com indicates the activity of commercial companies, the symbol edu symbolizes universities, and the symbol gov It refers to government bodies, and the symbol org refers to international organizations.⁶

Since the essence of proof is to preserve evidence to be used as evidence before the judiciary, where the rules governing the issue of proof remain the same, despite the development taking place in the field of communication and information⁷, electronic proof when litigating electronically does not represent an exception to the general rules of evidence, but rather is an application of these rules. What is changing is the adoption of information vessels and means that are characterized by their intangible form, such as exchanging e-mail messages, which is widely used in exchanging and retrieving information, negotiating deals, and concluding contracts⁸.

Hence the research into the extent of the authority of e-mail as evidence in Algerian law compared to traditional evidence?There is an urgent need, especially when litigating electronically, which requires sending traditionally

⁴- Abdul Hadi Fawzi Al-Awadi, legal aspects of email, first edition, dar al-nahda al-arabiya, egypt, 2005, p.12.

⁵- Law No. 2004-575 of June 21, 2004 for confidence in the digital economy, published in today's Official Journal, article 1.

⁶- Frédéric GLAIZE and Alexandre NAPPEY, the legal regime of the domain name in question, Juriscom.net, February 19, 2000, p. 5.

⁷- Samir Taha Abdel Fattah, the legal authority of new information means of evidence, phd dissertation, cairo university, 1999, p. 13.

⁸- Zaid Kamal Mahmoud Kamal, privacy of litigation via electronic means, master's thesis, faculty of law, alexandria university, 2018, p. 35.

written documents issued by state departments (such as contracts, real estate books, tax extracts, etc.) supporting the lawsuit via email, or via a digital platform. Will the judge accept this email as evidence?

The answer to this question requires studying the authenticity of traditional e-mail (the first section), its authenticity if it is signed with an electronic signature (the second section), as well as its authenticity if it is registered (the third section).

Section I : Authentic traditional email

Traditional e-mail means unsigned e-mail that is used in daily life⁹, and its authenticity varies according to the field in which it is used for proof.

The Algerian legislator adopts the principle of freedom of proof in commercial matters, regardless of their value¹⁰. Therefore, the plaintiff can prove commercial transactions, regardless of their value, by any means, and is not restricted by written evidence, provided that the transaction is commercial and between merchants.

As for mixed matters, which are transactions in which one party is a merchant contracting for the purposes of his trade, and the opposite party is a non-trader contracting for his personal or family purposes, such as the consumer, only the non-trader benefits from freedom of proof, while the merchant is bound by civil methods of proof¹¹.

While the Algerian Civil Code stipulates actions that are not required to be proven in writing, but rather can be proven by all means of proof, including evidence and evidence, here e-mail messages have authority in this scope, and these cases are: prior agreement between the parties¹², and actions that do not exceed the estimated legal quorum. Amount: 100,000 DZD¹³.

Accordingly, e-mail can be considered judicial evidence to prove the existence of previous actions, subject to the discretion of the judge, who has the discretion to accept the e-mail message if he is convinced of it or to cast it aside if he doubts its authenticity. The same ruling applies if the litigant sends any document supporting it¹⁴. His petitions or memorandums sent to the judicial authority via the digital platform for remote litigation are an email laden with a document.

⁹-Qanfoud Ramadan, legal issues related to email, journal of studies and research, volume 1, issue 1, 09-15-2009, zian ashour university, djelfa, p. 301.

¹⁰- Order No. 75-58, amended and supplemented, previous reference, article 333/1. order no. 75-59 of september 26, 1975 containing the commercial code, amended and supplemented up to law no. 05-02 of february 6, 2005, official gazette no. 11, issued on february 9, 2005, article 30.

¹¹- Mustafa Kamal Taha, basics of commercial law, al-halabi legal publications, beirut, 2017, p. 121.

¹²- Order No. 75-58 containing the Civil Code, amended and supplemented, op. cit., Article 106.

¹³- Ibid, article 333/1.

¹⁴- Ibid, article 340.

Section II : Authentic e-mail signed electronically.

The Algerian legislator made fundamental amendments to the rules of evidence, the most important of which is the equality of legal authority between writing on an electronic document and writing on a paper document¹⁵, provided that the identity of the person who issued it can be confirmed and that this message can be attributed to him and that the writing is done in a way that guarantees its integrity.

But what is the nature of email as a written editor? Is he an official editor or a customary editor? What drives us to this question - within the context of the topic of the article - is what is raised by the digital platform of the Ministry of Justice for electronic litigation. Does the Ministry's mediation through the platform in receiving the litigant's documents with his petitions (such as contracts, tax extracts, etc.) and referring them to the competent judicial authority give this e-mail an official status?

The official document is defined as the document issued by a public employee, within the limits of his authority and powers and in accordance with the legal conditions for documenting official papers¹⁶. As for the customary document, it is the one that takes place between individuals without the intervention of a public employee¹⁷. And accordingly, for an email to be considered an official document, a public employee or a person charged with a public service must intervene in writing it or place an electronic signature on it, which is something the Ministry of Justice does not provide, as its function is limited to mediating through the digital platform to deliver the mail of the litigant or his lawyer to the judicial authority they are going to. In the case, however, this e-mail, even if it bears the authenticated signature of the litigant or his electronic lawyer, constitutes a customary document in the field of evidence¹⁸, as it does not include a writing from a public employee, and the authentication deals with the signature, not the content of the message.

Therefore, the e-mail message via the electronic litigation platform has the authority of proof equal to the authority of the customary document.

Section III :Authenticity of the recommended email

The European Directive issued on December 15, 1997 regarding the rules governing the internal market for postal services and improving their quality

¹⁵- Ibid, article 323 Duplicate1.

¹⁶- Abdel Razzaq Ahmed Al-Sanhouri, *al-wasit fi sharh al-civil law*, part one (the theory of commitment in general), edited by ahmed al-maraghi, mansha'at al-ma'arif, alexandria, 2003, p. 106.

¹⁷- Hamdi Pasha Omar, *protection of real property*, dar houma, algeria, 2002 edition, p. 17.

¹⁸Law No. 15-04 of 02/01/2015 specifies the general rules related to electronic signature and authentication, Article No. 06 issued on 02/10/2015.

defined courier recommandé as¹⁹:« a service carried out in accordance with procedures that guarantee the guarantee of transmission against the risk of loss, theft or damage, and is sent to the sender in exchange for a lump sum paid by him.” Evidence that the shipment was deposited with the Postal Service, as well as when necessary and upon its request to prove that the addressee received it ». The use of registered mail offers many benefits, including proof of the sending process, as it is carried out by a public employee, and proof of the receipt process, as the competent postal employee obtains the signature of the addressee, and records this in his records. It is also useful in proving the identity of the parties.²⁰

These principles can be applied to consider e-mail via the e-litigation platform as a trusted e-mail due to the existence of a relationship between three people: the sender - the litigant or his lawyer - the addressee - the judicial authority - and the trusted third party, which is the e-litigation service provider, the Ministry of Justice.

Where the sender assigns his identity to the service provider -who acts as the Postal Service - by either choosing a login name and a secret login password, or entering a certificate authenticated by the service provider, which is required in the electronic litigation platform, this choice is communicated to the addressee and that is upon receipt. Which is presented to him for signature until the sender responds to him again, and the service provider sends a receipt to the sender proving the fact of sending, the identity of the sender, the address of the addressee, and the hour and date of the postal transmission.²¹

After that, the service supplier sends an electronic message to the addressee notifying him that he has a message that can be downloaded from the service supplier's website. The addressee enters this website and begins the procedures required to determine his identity using the electronic authentication certificate or login name and password, and the sender is notified. By choosing the addressee, the latter clicks on a specific icon and the message is downloaded. The service provider then sends an access acknowledgment to the sender, indicating the date and hour when the addressee received the message.²²

For this reason, the French legislator stipulated in the Civil Code that the recommended letter relating to the conclusion or implementation of the contract

¹⁹- Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market for community postal services and the improvement of the quality of the service, official journal of the european communities L15/14 , 21/1/1998, article 9/2. Last updated by directive 2008/6/ec of the european parliament and of the council of 20 february 2008.

²⁰- Abdul Hadi Fawzi Al-Awadi, legal aspects of e-mail, first edition, dar al-nahda al-arabi, arab republic of egypt, 2005, p. 70.

²¹-Muhammad Abu Zaid, modernizing the law of evidence: the status of the electronic document among written evidence, dawn publishing house, 2002, p. 107.

²²- Ibid, p.108.

can be sent by e-mail²³. This is the missing text in the Algerian laws, which affects the probative power of dealing by e-mail via the digital platform for electronic litigation, with what we concluded in the previous section. The litigant's documents, such as contracts, are losing their formality and thus the proof through them by electronic transmission is declining, especially with the delay in their digitization, which is the subject of the next chapter.

Chapter II: Delayed implementation of electronic management.

The term electronic management means transforming all traditional administrative work and services into electronic work and services that are implemented with high speed and precision. It is the management that is based on the use of Internet technologies and business digitization to accomplish management functions (electronic planning, electronic organization, electronic leadership, and electronic control)²⁴, to provide services. Transactions for individuals and obtaining information in various fields easily and conveniently. Because the goal of each organization is to improve its administrative systems to provide the best services, competition has increased between these organizations in order to apply electronic management due to its characteristics, as it is not restricted in its work to a specific time or place, but rather is available via the Internet in a way that provides a rapid response to events²⁵, with programs that guarantee confidentiality and privacy that enables it From withholding important information and data and not making them available except to those who have the authority to access that information.

The electronic administration also replaces the paper archive system with electronic archiving to preserve old paper transactions and files²⁶, and provides direct electronic control through screens, digital cameras, and communication devices connected to information systems and networks located on administrative websites and electronic ports on its applications that the public deals with²⁷.

However, the integrated electronic system relies on communications and information technologies to transform manual administrative work into work carried out using modern electronic technologies. It is not possible to digitize litigation before digitizing the rest of the sectors that are the subject of most

²³- Commercial Code of the French Republic, version in force on February 15, 2024, *legifrance*, article 1127-4.

²⁴- Ribhi Mustafa Alyan, *e.environment, college of planning and management, balqa applied university, jordan*, 2012 edition, p. 26.

²⁵- Hussein bin Muhammad Al-Hassan, *electronic management between theory and practice, international conference for administrative development: towards distinguished performance in the government sector, institute of public administration, Riyadh*, 2009, p. 17.

²⁶- Omar Ahmed Abu Hashem Al-Sharif, Osama Muhammad Abdel-Aleem, Hisham Muhammad Bayoumi, *electronic administration: an introduction to modern educational administration, dar al-murarib, jordan*, 2013, p. 70.

²⁷- *Ibid*, p.71.

disputes, such as real estate wealth, taxes, and customs that are also related to the economic sector. The lawsuit does not precede the facts, but rather the opposite. correct.

Although the signs of the electronic Algeria project appeared since 2008 with the development of an electronic transformation plan prepared by the Prime Minister at that time in cooperation with the Ministry of Post and Information and Communication Technology, in consultation with various public institutions, economic operators, universities, research centers and professional associations active in the field of science and information and communication technology,²⁸ This civilizational project has been delayed in its implementation due to a number of reasons, and at various levels, including what is legal by virtue of the subject of Due to the topic of the article.

These legal reasons for implementing electronic management are divided into: regulatory (the first section) and legislative (the second section), and Algeria's position on international rules and agreements in the field of electronic transactions (the third Section).

Section I : Organizational reasons.

The most important organizational reasons for implementing electronic management are the lack of planning and coordination at the level of senior management for electronic management programs, and determining the start time for application and implementation of the digitization of public services. Although the Algerian electronic management project began in 2008 - as we presented - the legalization of the digitization of the real estate wealth sector, for example, It was delayed until the issuance of the Supplementary Finance Law of 2020²⁹, which decided to gradually digitize the processes of preparing, keeping, and archiving land survey and real estate registry documents until they are fully circulated across the national territory, and as a result, Executive Decree No. 21-251 was issued, which included the dissolution of the National Land Survey Agency and the transfer of its properties, rights, duties, and users. To the Ministry of Finance³⁰, by unifying the departments of surveying and preservation.

In addition to the lack of coordination between the various authorities to implement electronic management, which resulted in major problems, including

²⁸- Abdelkader Belarbi, Laraj Mujahid Nasima, Amghir Fatima al-Zahraa, challenges of the transition to electronic government, fifth international conference on economics and its implications for international economics, institute of economic, commercial, and management sciences, university center of khemis miliana, march 13 and 14, 2012, p.7.

²⁹- Law No. 20-07 dated June 4, 2020, including the Supplementary Finance Law for the year 2020, Official Gazette No. 33, issued on June 4, 2020, Article 39.

³⁰-Executive Decree No. 21-251 containing the dissolution of the National Land Survey Agency and the transfer of its properties, rights, duties and employees to the Ministry of Finance, Official Gazette No. 47 issued on: June 15, 2021, Articles 1 to 5.

pending judicial rulings that have not been implemented for a long time and disputes that did not find their way to a final solution due to traditional management and the ambiguity surrounding various transactions³¹, because the digitization of real estate data, Tax and customs, for example, provide the legal basis for dealing with the files of these sectors that are accumulated in the corridors of the courts, and which electronic litigation cannot solve in isolation and without digitizing these sectors.

Section II : Legislative reasons.

The legislative reasons for the delay in implementing electronic management are based on:

- Not recognizing the authenticity of electronic documents and adopting them as proof or recognizing their credibility in a legal text. How will the judge accept documents exchanged electronically through the digital platform for electronic litigation.
- The inadequacy of the traditional systems and regulations in force to be applied to electronic administration and transactions, which makes this alternative not meet the need in light of the absence of systems and regulations that control work relationships and cooperation within electronic departments³².
- The delay in developing legal legislation that guarantees electronic signatures, dealing with e-mail, and verifying the identity of the person requesting the service, which hinders many electronic transactions through the digital platform for electronic litigation, which could have been more smooth in the presence of these legislations and achieved the desired benefit from them.
- The absence of legislation that criminalizes hackers in electronic management networks, and sets deterrent penalties for the perpetrators of these crimes³³, especially bank accounts, private documents, and secrets of companies that engage in commercial competition.

Section III :Algeria's position on international agreements in the field of electronic transactions.

The treaties that Algeria has signed or joined with regard to electronic transactions are limited to the presidential decree, which includes the ratification of the Euro-Mediterranean Agreement to establish a partnership between the People's Democratic Republic of Algeria on the one hand, and the European

³¹-Zarrouqi Zulikha, Mohi Al-Dabn Awatef, the role of digitization in protecting real estate wealth, journal of legal and economic studies, volume 05, issue 1, si al-hawas university center, barika, 2022, p. 526.

³²-Naba Abdul Hussein Al-Taie, the possibility of applying digital management and its functions in educational organizations: an exploratory study, dar al-kutub al-misria, Egypt, 2011, p. 109.

³³-Hussein Muhammad Hussein, electronic management: concepts, characteristics, and requirements, al-warraq publishing and distribution foundation, first edition, Jordan, 2011, p. 195.

Community and its member states on the other hand³⁴, where the two parties agreed on “technical assistance for investment promotion work.” National and foreign and their guarantee,” without this text clarifying the nature of this assistance, and we see that its forms include the digital investment window and electronic litigation, which is responsible for resolving disputes arising from electronic transactions, including, for example, the validity of registration or not in this window for foreign investors who are unable to move to Algeria to resolve This type of dispute.

As for the United Nations Convention on the Use of Electronic Communications in International Contracts, adopted in New York City in November 2005 by the United Nations Commission on International Trade Law between eighteen (18) countries³⁵, Algeria was not among them and has not acceded to or ratified this agreement at the time of writing this. The article, despite its importance, is based on instruments previously developed by the Committee, especially the UNCITRAL Model Law on Electronic Commerce and the UNCITRAL Model Law on Electronic Signatures.

The agreement applies to all electronic communications exchanged between two parties whose places of business are located in two different countries, provided that the place of business of at least one of them is located in a contracting state (Article 1). The agreement can also be applied by the choice of both parties. Contracts concluded for personal, family, or household purposes, such as those related to family law and succession law, as well as some financial transactions, negotiable instruments, and property documents, are excluded from the scope of application of the agreement (Article 2).

The agreement also specifies the criteria for achieving functional equivalence between electronic communications and paper documents, as well as between electronic authentication methods and written signatures (Article 9), the time and place of sending and receiving electronic communications, and adapts the traditional rules related to these legal concepts to suit the electronic context and creates what is necessary with regard to the provisions of the Model Law. Concerning electronic commerce (Article 10).

Furthermore, the Convention stipulates the general principle that the legal validity of a communication cannot be denied merely because it is in electronic form (Article 8).

³⁴- Presidential Decree No. 05-159 of 04/27/2005, ratifying the Euro-Mediterranean Agreement to establish a partnership between the People’s Democratic Republic of Algeria on the one hand, and the European Community and its member states on the other hand, signed in Valencia on 04/22/2002, as well as its annexes. 1 to 6 and Protocols No. 1 to 7 and the attached document, No. 31 issued on: 04/30/2005.

³⁵-The United Nations Convention on the Use of Electronic Communications in International Contracts, adopted in New York City 2005, content, contracting parties, details are available on the following website: <https://www.wipo.int/wipolex/ar/treaties/details/300>

In view of the proliferation of automated messaging systems in particular, the Convention provides the possibility of enforcing contracts concluded by such systems, including in cases where the individual actions of such systems are not reviewed by a natural person (Article 12).

The Convention further clarifies that any proposal to conclude a contract by electronic means that is not directed to specific parties is considered to be an invitation to conclude a deal and not an offer that the party making the offer is bound by if accepted, in line with the corresponding provision of the United Nations Convention on Contracts for the International Sale of Goods (Article 11).

Furthermore, the Convention provides for compensation in the event of an input error committed by a natural person entering information into automated messaging systems (Article 14).

Finally, the agreement allows the contractual parties to exclude the application of this agreement or change its terms within the limits permitted by the legislative provisions applicable otherwise (Article 3).

We conclude from the content of the terms of the agreement two very important elements:

Firstly - the agreement excludes ownership documents from electronic exchange, and well it did, it is better to also exclude them as a result of electronic litigation due to the difficulty of proof due to the ease of changing and tampering with the content of the electronically processed document, and replacing sending it electronically by sending an exact copy of it by registered mail with notification of receipt, for example.

Secondly - Even if Algeria is not a party to this agreement, it can invoke its provisions if it agrees to do so in the case of bilateral agreements with one of the contracting parties to the United Nations Convention regarding the use of electronic communications, in the form of the Kingdom of Saudi Arabia, with which Algeria has signed several memorandums of understanding and economic agreements³⁶.

Algeria's failure to ratify this agreement constitutes an additional obstacle to electronic litigation, which the electronic judge could have applied directly with its presence, especially with regard to electronic transactions in the form of electronic commerce³⁷, whether local or international, given that the ratified

³⁶-Algeria-Saudi Arabia: Signing of many agreements and memorandums of understanding. News on the website of the Algerian Ministry of Commerce, the Minister's Activities Portal, available on the following website:<https://www.commerce.gov.dz/activites-ministre/algerie-arabie-saoudite-signature-de-plusieurs-accords-et-memorandums-d-entente>

³⁷- Law No. 18-05 dated 05/10/2018, relating to electronic commerce, article No. 28 issued on: 05/16/2018.

agreements come after the constitution and before the law in terms of their strength. Enforcement³⁸.

Conclusion

If electronic litigation has different benefits between its parties: the service provider: whether the state - the digital platform of the Ministry of Justice - and the private sector - the entities responsible for electronic payment of litigation expenses from financial institutions, the sender - the litigant or his lawyer -, and the addressee - the judicial body. It provides It takes a lot of effort and money, and it also has great advantages in improving the efficiency of judicial work and helps improve quality and simplify procedures for obtaining services provided to litigants, through innovative and simple solutions away from routine.

This public service remains deficient due to the obstacles that reduce its effectiveness, such as:

1-The failure to recognize the officiality of recommended e-mail with a clear legal text. This may threaten the interests of litigants by rejecting their documents supporting their lawsuits that lose their officiality due to being sent electronically. This officiality limits the judge's authority in Rejection of official documents in ordinary litigation during which documents are delivered hand in hand from the litigant to the judge, and between the litigants by order of the latter.

2- The delay in implementing electronic management, such as real estate, tax and customs wealth, leads to the emergence of many problems, including pending judicial rulings that have not been implemented for a long time. Its causes are due to historical, legal and even social conditions and problems, as well as the adoption of the traditional management style in contract records and survey plans.

3-The Failure to ratify or join bilateral or international multilateral agreements related to electronic transactions, such as the United Nations Convention on the Use of Electronic Communications in International Contracts, which not only hinders electronic litigation, but also hinders Algeria's implementation of its international obligations with its Arab and foreign economic partners.

Algeria, in view of the results reached, in its haste to digitize public sectors, including the judiciary, without providing the legal arsenal to accompany this digital transition, was like someone erecting a building without a foundation, with any light gust of wind sufficient to level it to the ground. Therefore, we recommend:

1-Accelerating the digitization of various economic sectors, including the digitization of real estate wealth, which contributes to resolving most judicial disputes once and for all.

³⁸-Constitution of the People's Democratic Republic of Algeria, op. cit., article 154 .

2- Inserting legal texts that regulate electronic evidence in more detail than the two articles of the Civil Code, including the recommended email and recognition of its officiality, to accompany the entry into the world of electronic litigation, which assumes a digital environment accompanying it in all sectors so that we can reap its positive results.

3- Ratifying international agreements related to electronic transactions, taking care to adapt their conditions within the limits permitted by national legislative provisions, as well as international agreements related to joint cooperation.

In general, intensifying efforts in the use of digitization by officials and employees in various government sectors after effective training in the field. As well as utilizing successful international expertise and experiences in digitizing various public sectors, including the justice sector.