Validity and Evidential Strength of Artificial Intelligence-Generated Contracts in the Indonesian Civil Law System

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ABSTRACT: The development of artificial intelligence (AI) has changed the practice of contract drafting in modern civil transactions. In Indonesia, the use of AI systems as a tool for automating contract drafting is becoming increasingly widespread, both by businesses and individuals, because it offers efficiency, precision, and speed. However, this phenomenon raises fundamental questions regarding the legal validity and evidentiary strength of contracts formulated by algorithms, especially since Indonesia's civil law system is based on classical concepts of intent, agreement, competence, and the relationship between legal subjects, all of which require human involvement. Using a normative legal approach, this study analyzes the compatibility of AI-generated contracts with the validity requirements of agreements in the Civil Code, the framework for electronic transactions in the ITE Law, and international regulatory developments such as the UNCITRAL Model Law and the EU AI Act. The results show that AI cannot be positioned as a legal subject and therefore cannot give consent, so that contracts only obtain legal status if humans as contracting parties make explicit affirmations. The presence of AI in the drafting process also raises new evidentiary issues related to the integrity of electronic documents, system traces, the risk of automatic modification, and the attribution of intent. This research emphasizes the need for new legal standards governing algorithmic transparency, document verification mechanisms, audit trails, and the division of responsibilities between developers, providers, and users of AI systems. Thus, this article offers a conceptual framework and normative recommendations so that Indonesia's civil law system remains adaptive to the automation of contract creation without sacrificing the classic principles of agreements.

1. INTRODUCTION

The development of digital technology over the past two decades has brought significant changes in the way humans work, communicate, and make legal decisions. One of the most prominent changes is the use of artificial intelligence (AI) to automatically draft contracts. Whereas previously drafting agreements was a manual process involving the parties or their legal representatives, now various legal-tech platforms offer fast, structured, and customizable contract drafting services through generative AI systems (Atiyah et al., 2025). For many users—especially small businesses or individuals without access to legal assistance—this technology is considered an efficient and economical solution.

However, the emergence of AI in the contract drafting process cannot be viewed solely as a technical innovation. It raises more fundamental legal issues, particularly regarding classical assumptions in civil law concerning who can be a party, how intent is formed, and how agreements are expressed. (The agreement system in the Civil Code is rooted in the tradition of European Continental law, which places human free will at the core of contracts. Contracts are understood as the result of a meeting of minds

(consensus) between competent legal subjects who consciously and freely express their agreement on a legal relationship (H.S, 2021).

In this context, contracts formulated by AI present normative tensions. AI has no consciousness, intent, or capacity to act; it is not a legal subject and cannot give consent (Anovanko et al., 2025). Contract documents generated by AI are the result of data processing through algorithms, not the manifestation of will. However, the quality of AI-generated contracts, which often appear professional and precise, has the potential to lead to the false assumption that the document reflects a substantive agreement between the parties. The risk increases if users do not understand the limitations of the AI system or do not check the contents of the contract before signing it.

In addition to agreement issues, the use of AI in contract drafting poses new challenges in the field of evidence. The Indonesian legal system recognizes electronic documents as valid evidence, but their validity still depends on the integrity, authenticity, traceability, and relevance of the documents to the parties concerned. In traditional contracts, this is relatively easy to prove through signatures, negotiation processes, or correspondence. In contrast, in AI contracts, the document formation process can be opaque, especially if the system does not provide an audit trail, metadata, or a record of the generative process. This raises questions about how courts assess digital traces, document authenticity, the potential for automatic modification, or algorithmic errors in the drafting process.

At the regulatory level, Indonesia has regulated electronic transactions through the ITE Law and its derivative regulations, including the recognition of electronic documents and digital signatures. However, there are no provisions that specifically regulate the role of AI in contract drafting, the mechanism of attribution of intent in automated systems, algorithmic transparency standards, or the division of responsibility when editorial errors occur that harm one of the parties. Meanwhile, other jurisdictions such as the European Union through the AI Act and UNCITRAL through its model law on automated contracting have begun to provide normative guidance for addressing automation in civil relations. (Anovanko et al., 2025).

The regulatory gap in Indonesia highlights the importance of a more systematic study of the position of AI in contract law. This phenomenon cannot be equated with smart contracts, because AI-generated contracts involve the creation of text by a generative system that is non- deterministic and not always predictable. Therefore, research on the validity, evidentiary value, and legal liability of AI-generated contracts is urgent, both to strengthen legal certainty and to anticipate civil disputes that may arise in the future.

This study was conducted to address this need. Using a normative legal approach, this paper analyzes the compatibility of AI-generated contracts with the requirements of agreements in the Civil Code, examines their evidentiary value within the framework of Indonesian digital law, and formulates the normative standards necessary to ensure that the use of AI in contract drafting remains within the framework of legal validity. Thus, this article is expected to provide theoretical and practical contributions in formulating a legal paradigm for contracts that is adaptive to technological advances, without neglecting the fundamental principles that form the foundation of Indonesian civil law.

II. METHOD

This study uses a normative legal approach as the main framework in explaining the validity and evidentiary strength of contracts generated by artificial intelligence in Indonesian civil law. The normative approach was chosen because the issues examined are rooted in the problem of compatibility between technological developments and positive legal norms, particularly in relation to the concept of agreements in the Civil Code, electronic documents, and legal recognition of automation processes in civil transactions. The main focus of the research is on analyzing existing norms, principles, and rules, as well as assessing the extent to which these norms are capable of responding to new challenges arising from the use of AI in contract drafting.

The research data sources consist of primary, secondary, and tertiary legal materials. Primary legal materials include provisions of the Civil Code governing the validity of agreements, the Electronic Information and Transactions Law and its implementing regulations, the Personal Data Protection Law, and relevant international instruments such as the UNCITRAL Model Law and the European Union's regulatory framework on artificial intelligence. Secondary legal materials include academic literature, law books, journal articles, research results, policy analyses, and recent academic publications discussing contract law, digital technology, and regulatory transformation in cyberspace. Meanwhile, tertiary legal materials such as legal dictionaries, digital encyclopedias, and technical explanatory documents are used to clarify the terminology used in the discussion.

The technique of collecting legal materials was carried out through in-depth literature studies. Literature searches were conducted through national and international journal databases, legislation portals, and academic repositories from institutions with scientific authority. Materials are selected based on relevance, scientific authority, novelty of research, and the ability of the source to provide adequate understanding of the issues under review. Thus, the analysis in this study is entirely based on verifiable documents and credible legal sources.

The analytical methods used include descriptive, interpretative, and prescriptive approaches. The descriptive approach is used to map existing norms and describe the legal position regarding contracts, electronic documents, and the use of technology in civil transactions. The interpretative approach is applied to interpret legal provisions, whether through grammatical, systematic, or teleological interpretation, with the aim of finding the meaning most relevant to the context of technological developments artificial

intelligence. The prescriptive approach is used to formulate legal recommendations that can strengthen legal certainty and provide direction for regulatory reforms related to the use of AI as a tool for contract drafting.

All analyses were conducted by maintaining consistency and coherence between norms, so that the results of the study could provide a comprehensive picture of the readiness of Indonesian civil law in dealing with contract drafting automation. With this normative methodology, the study is expected to provide a strong and relevant theoretical basis for future legal reform efforts.

III. RESULTS AND DISCUSSION

The discussion regarding the validity of contracts generated by artificial intelligence requires a much more in-depth analysis than simply comparing traditional contract structures with algorithmic outputs. This is because the use of AI not only shifts the way contracts are drafted, but also changes the epistemic structure in legal relationships, especially in terms of how humans understand the content, weigh the consequences, and give consent to an agreement. In the Indonesian civil law system, contracts are understood as the result of the meeting of the parties' intentions expressed through certain mechanisms. Human consent is not only a formal requirement but also a substantial requirement, reflecting the involvement of human consciousness in binding oneself to a norm of agreement. When AI enters the contract drafting process, this mechanism of the meeting of minds is disrupted because one of the important elements of the contractual relationship-namely, the human cognitive process-no longer functions fully.

In this context, it is important to understand that AI, however sophisticated it may be, has no will, no intention, no capacity to act, and cannot be a legal subject. AI works, including contract documents, are not manifestations of will, but the results of probabilistic reconstruction. AI works based on pattern prediction, not normative rationality. When AI produces a clause that appears logical the wording is not a product of AI's normative knowledge, but rather a statistical result (Anovanko et al., 2025). In contract law, statements of intent must arise from human rational consideration, not from the predictive logic of algorithms. Therefore, contracts generated by AI cannot be considered contracts in the formal sense, but rather as draft contracts that require human affirmation.

However, the issue is not that simple. In practice, AI users often assume that AI-generated documents are "safe," "valid," or "legally compliant" without checking them carefully. This trust is not based on an understanding of the law, but on perceptions of the capabilities of the technology. In legal technology literature, this phenomenon is referred to as automation bias, which is the tendency for humans to trust decisions made by automated systems more than manual decisions. If this automation bias enters into the contract process, consent no longer arises from understanding, but from the assumption that the algorithm works correctly. Such consent can be categorized as defective consent, because it is not born out of a reflection of human will, but rather from an uncritical drive and trust in the system. (Raharjo, 2023)

Faulty intent can occur at a very basic level. AI can generate long, complex documents full of technical terms. Users who do not understand these terms may give their consent without realizing that they are bound by norms they do not understand. In the context of contract law, consent given without understanding the subject matter of the contract essentially does not satisfy the principle of informed consent. This principle is very important because AI can automatically generate unusual or biased provisions (Nurfadillah, 2025). This creates a new risk called algorithm-induced misrepresentation, which is a situation where a misunderstanding arises not because the other party is deceiving, but because the algorithm makes a false representation.

On the other hand, AI can generate contracts that take legal provisions from other jurisdictions, mix legal concepts from different systems, or cite provisions that do not actually exist. AI can create legal articles that sound convincing but are fictitious, a phenomenon that artificial intelligence research refers to as hallucination. When users lack the ability to verify each provision, contracts can become documents with numerous legal flaws yet still be signed. This raises a fundamental question: can a contract signed based on trust in algorithmic output be considered valid? Normatively, it can be said that the validity of a contract born of algorithmic misrepresentation can still be challenged in civil court.

The objective elements of a contract also present a new layer of problems. The object of the contract must be clear, feasible, and legally valid. However, AI does not understand the meaning of "clear" in a legal context. AI can compose descriptions of objects that are ambiguous, open to multiple interpretations, or combine two forms of objects that are operationally incompatible. For example, in a technology cooperation contract, AI can mix the definition of a software license with the definition of a patent transfer without distinguishing between their respective legal domains. Such vague objects can certainly cause the contract to be legally void.

The cause of the contract can also be problematic. AI cannot distinguish whether an activity is contrary to public order or the law. If a user asks AI to create a contract for an activity that is actually illegal, AI will still create it. AI does not have a normative rejection mechanism. Thus, AI has the potential to draft contracts with invalid causes. Some contracts may even appear legal but contain clause structures that undermine the principle of contractual justice. AI can produce clauses that are overly restrictive in terms of liability or clauses that give excessive authority to one party without being aware of their substantive injustice (Masrukhin, 2023).

The aspect of evidence also needs to be discussed in more depth because contracts generated by AI are essentially electronic documents, and according to the ITE Law, the validity of an electronic document depends on its integrity, authenticity, and

traceability. However, generative AI platforms such as those widely used today often do not provide detailed logs regarding input, process, and output. Some systems do not store prompt history, do not store generative process records, and do not store the internal structure of the model that generates the text (Abimata, 2024). This makes it difficult for parties to prove that the document is indeed the one they used in the contract. Without an audit trail, the integrity of the contract can easily be questioned.

The absence of an audit trail opens up opportunities for disputes. One party may claim that the document has been altered after signing, or that the AI system generated a different version. When data cannot be traced, evidence becomes weak and the court may reduce the probative value of the document (Khaidir Kadir, 2025). A document whose authenticity cannot be proven cannot form the basis of a strong contract. Therefore, AI platforms should be required to provide logging features as part of document security (Atiyah et al., 2025d). In addition, digital signatures play a very important role in ensuring that documents are linked to human intent (Trishadiatmoko, 2025). However, digital signatures can also be misused or applied unconsciously. For example, some platforms provide automatic signing mechanisms that allow documents to be signed digitally when users agree to certain terms and conditions on the platform. This blurs the line between explicit and implicit consent. In contract law, consent must be explicit, clear, and accompanied by awareness. If consent is given automatically without conscious action, then the signature cannot be considered an expression of will.

Therefore, the doctrine of will returns to the center of analysis. Will must come from human consciousness. Consent given automatically or without understanding does not satisfy the requirement of free will. In this context, AI can create consent fatigue, a condition in which users are constantly asked to agree to documents and eventually agree without reading them. A legal argument can be made that consent born of cognitive fatigue is a form of weak will.

On the responsibility side, there is a need to clarify the relationship between users, providers, and developers. Users are responsible for reading and understanding the documentation. However, users may argue that they do not have the technical or legal ability to understand all of the documentation compiled by AI (Amelia et al., 2023). Service providers are responsible for providing warnings about system limitations and providing verification mechanisms. Developers are responsible for ensuring that models do not produce systemic errors (et al., 2025). This kind of responsibility framework requires regulation so that not all the burden is placed on users.

In addition to conceptual challenges regarding intent and agreement, the use of artificial intelligence in contract drafting also creates a new landscape of information imbalance between the parties. In traditional contracts, information imbalance usually stems from differences in knowledge or expertise. However, in AI-drafted contracts, information imbalance can occur structurally because algorithms have access to extensive databases, can analyze user behavior patterns, and generate documents that subtly position the interests of one party above the other (M.M, 2025). Such risks are not always recognized by the parties, especially those who do not have technical or legal expertise. When AI uses user behavior data as material for drafting contracts, the contracts can be asymmetrically personalized. Such personalization is not always bad, but in the context of contracts, non-transparent personalization can lead to algorithmic exploitation, i.e., exploitation through data (Nurfajri et al., 2025).

This phenomenon can occur in various forms. AI can draft contracts by adjusting penalty levels based on user risk profiles. A user who is considered careless or prone to accepting terms without reading them may be given heavier clauses. Someone who is considered to have low bargaining power or urgent needs may be given terms that are more favorable to the provider. AI can optimize the interests of service providers by using reinforcement learning techniques to test user responses to variations in contract wording. If the system detects that users tend to agree to certain clauses without resistance, the system can maintain or even strengthen those clauses. This creates a form of contractual manipulation that differs from ordinary adhesion contracts, as AI-generated contracts may appear to be standard documents but are in fact the result of strategic personalization (Manarfa et al., 2025).

Thus, AI-generated contracts can be adhesive not only because their terms are non-negotiable, but also because they are designed based on an in-depth analysis of the user's weaknesses. Users may think that they are accepting a standard contract, when in fact the contract has been tailored to maximize the profits of the other party. It is in this context that the concept of algorithmic adhesion emerges, which is a form of adhesion contract generated by algorithms. Such contracts have the potential to violate the principle of fairness, as the basic principle of contractual fairness requires that the parties be in an equal position when giving their consent (Karar et al., 2025).

In addition, there is another aspect that needs to be considered, namely how the interaction between users and AI in the contract drafting process can lead to the formation of biased or interface-influenced intentions. Some AI platforms use UI/UX designs that guide users through certain steps, for example by providing options such as "Use AI-recommended version" or "Automatically correct this document" while hiding more detailed options that require manual reading (M.Kom, 2024). Users who want to get things done quickly may choose the automatic option without checking the details. This risks placing users in a position of passive consent. In contract law, passive consent influenced by system structure can be categorized as digital coercion if the system design disproportionately encourages certain parties to take action.

Nudging techniques often used in digital design can influence the contractual approval process. For example, default options that automatically activate certain clauses can cause users to agree to terms they do not actually want. When default options

are set by AI, the problem becomes more serious because AI can continue to optimize defaults based on previous user responses. This condition can make it increasingly difficult for users to express their free will. If consent is given due to conditions created by algorithms, then the quality of that consent is questionable. In civil law, defective intent can invalidate a contract (Sembiring et al.., 2025).

In terms of evidence, in addition to issues of document integrity and digital signatures, it is also important to discuss algorithm traceability (Millah, 2025). Generative AI is often opaque, meaning that its internal processes cannot be clearly explained or understood by users. This opacity poses a challenge when parties need to prove how a contract document was formed. The court may request evidence of how a particular clause appeared in the contract, whether it was generated through a specific prompt or through automatic modification by the system (Harimurti et al.., 2025). If there is no adequate explanation or audit trail, the document may be deemed unverifiable. In a dispute, the burden of proof can be heavy for the party seeking to assert that the document is valid or invalid.

In the context of electronic evidence, the concept of chain of custody is very important. Chain of custody refers to documentation that shows how a document was created, stored, modified, and used. However, many AI platforms do not provide a chain of custody mechanism for the documents they generate (Djunarjanto et al., 2025). Without a chain of custody, it is very difficult to prove the authenticity of a document. In practice, this can cause courts to doubt the evidentiary strength of AI contracts as a whole. Courts may deem such documents unreliable as evidence of a contractual relationship. In light of these various issues, it is necessary to discuss the possibility that the use of AI in contract drafting could lead to disputes on a larger scale than traditional contracts. Disputes may arise regarding the substance of the contract, the contract formation process, or liability for losses arising from the use of AI. In substance disputes, the aggrieved party may claim that the contract is invalid because the object or causa is unclear or invalid. In process disputes, the aggrieved party may claim that consent was given due to misinformation or algorithmic manipulation. Liability disputes may involve model developers, platform providers, and users (Halim, 2023).

In the realm of liability, the use of AI introduces a new concept, namely algorithmic negligence, which is negligence committed through the configuration or use of algorithms. Algorithmic negligence can take various forms (Puannandini et al., 2025a). Users can be considered negligent for not reading documents created by AI. Providers can be considered negligent for not providing warnings about the limitations of the model. Developers may be considered negligent if the model is trained using incorrect or biased data. In many cases, the line of responsibility is unclear because the relationship between the parties is not always regulated in a contract. Therefore, civil law needs to be adjusted to accommodate this new relationship.

International comparisons also show that other countries face similar issues. The European Union, for example, has developed the AI Act, which establishes the principles of transparency, accountability, and human oversight. In the AI Act, AI systems used to draft legal documents fall into the category that requires strict oversight. Meanwhile, the UNCITRAL Model Law on Electronic Commerce and UNCITRAL Model Law on Electronic Signatures provide a framework for the recognition of electronic documents, but do not specifically regulate generative AI. In the United States, the approach used is usually based on reasonableness, where the court assesses whether the use of the technology is reasonable in certain circumstances. Singapore has developed an AI Governance Framework that emphasizes auditing and trust (AI governance and algorithmic auditing in financial institutions: Ingenta Connect, n.d.). These frameworks indicate that there is a global need to regulate the use of AI in contractual processes.

In the Indonesian context, there are no specific regulations governing AI in contract drafting (Muslim et al.., 2025). The Electronic Information and Transactions Law (ITE Law) only regulates electronic documents and electronic signatures. However, the ITE Law does not regulate how the process of creating electronic documents should be carried out. There are no regulations regarding algorithm transparency, the obligation to provide audit trails, or the obligation to notify users of the risks of using AI. Therefore, Indonesia needs to adopt a new, more comprehensive regulatory framework. These regulations must include obligations for providers to provide information about system limitations, provide mechanisms for verifying the substance of contracts, and give users access to records of the generative process.

Legal reforms must be carried out with consideration for the principles and foundations of civil law. The principle of free will must remain fundamental. Human will cannot be replaced by algorithms. However, the use of AI can be viewed as a tool that enhances the efficiency of the contract drafting process. Regulations must ensure that technology is a servant, not a master, in the legal process. Therefore, rules regarding human-in-the-loop are needed, which require human involvement in every stage that requires will or substantive judgment. Without human involvement, contracts cannot be considered valid.

In addition, regulations must also ensure that AI is not used to exploit vulnerable parties. In consumer relations, contracts drafted by AI should not contain standard clauses that are detrimental to consumers. In business relations, AI should not be used to manipulate bargaining positions (Koswara, 2024). Regulations must affirm the principle of contractual fairness in the context of automation. This is important not only for legal certainty, but also for the protection of society.

Ultimately, analysis of AI contracts shows that the use of this technology raises various complex legal consequences. These range from contract validity, intent, objectivity, causa, evidence, digital signatures, liability, defects of intent, to international

comparisons. All these elements confirm that AI cannot replace humans in the agreement process. AI can only assist in drafting text, but cannot replace intent. Within the framework of Indonesian civil law, human intent remains central to every agreement. Therefore, the legal framework must ensure that the use of AI in contracts is carried out responsibly, transparently, and with a focus on legal protection (Kholiq, 2025).

In understanding the status of contracts generated by artificial intelligence, the fundamental issue that needs to be explored is how the law understands the relationship between will, representation, and accountability (Hadiyanto, 2025). Contract law is built on the idea that humans are rational beings who can weigh the consequences of their actions. However, when artificial intelligence is involved in processes that are traditionally human activities, the line between actions born of will and actions influenced by machines becomes blurred. AI not only composes text, but also influences the way humans assess, choose, and give consent (Syaifulloh, 2024). This means that in the context of modern contracts, will is no longer purely the result of human reflection, but the result of human-machine interaction. Under such conditions, the law must reevaluate how will is formed and how agreements are interpreted.

The concept of intent in contract law can be examined from two classical theories, namely wilsleer and verklaringsleer. Wilsleer emphasizes that a contract is valid if there is consistency between internal intent and external expression (Christiawan & Wulandari, 2023). Verklaringsleer, on the other hand, emphasizes that what is important is the external expression that can be assessed by other parties. (In the use of AI, both approaches face serious challenges. From the wilsleer perspective, the internal will of the user may not be fully formed due to a lack of understanding of the content of the contract drafted by AI (A. M. Wibowo et al.., 2024). Internal will can be disrupted by a lack of critical thinking when viewing documents that appear linguistically convincing. From a verklaringsleer perspective, there is a risk that external statements-such as digital signatures-do not reflect conscious internal will, but rather actions taken due to system design incentives or default choices on digital platforms (AHIMSYA, 2025). Thus, both need to be placed in a new framework that considers how technology intervenes in the process of will formation.

Technological intervention in volition makes the consent process semi-automated. Users no longer engage in a fully reflective process, but are assisted by algorithms that eliminate some of the cognitive load. While this increases efficiency, it also removes some of the essence of volition. In modern contract theory, there is the idea that will does not have to be completely free, but must be rational enough to form decisions (Syafriadi, 2024). However, rationality influenced by sophisticated and difficult-to-understand systems can create a kind of passive rationality. This condition is similar to what is referred to in the philosophy of technology as technological mediation, which is a situation where technology becomes a mediator in the decision-making process. If this mediator has a tendency to influence decisions disproportionately, then human will becomes distorted (The Role of Mediator Judges in Mediationto Resolve Sharia Economic Disputes the Purwokerto Religious and the Cilacapin 2018–2019) - ProQuest, n.d.).

In the discussion of legal epistemology, AI contracts can be seen as documents that do not entirely originate from human knowledge, but from a combination of linguistic patterns resulting from model training and human input (Susanto et al.., 2025). AI does not understand the content of contracts; it only manipulates language structures. However, humans often treat AI results as products of knowledge. This mismatch between the epistemic capabilities of AI and the epistemic assumptions of users is what creates legal risks. Documents that appear to be correct may not necessarily have a proper legal basis. The pseudo-knowledge generated by AI can create an illusion of legal certainty. This illusion of legal correctness is dangerous because it can cause parties to believe in flawed documents (Alayya et al.., 2025). This illusion is reinforced by AI's ability to generate text that is very neat, structured, and appears "official".

When the law interacts with this phenomenon, questions arise regarding how to assess the objectivity and substance of a contract. In law, the objectivity of a contract refers to certainty regarding what the parties have agreed upon (Atmoko & Purbowati, 2024). However, AI can generate sentences that appear clear but have ambiguous meanings when interpreted. This ambiguity can stem from AI's tendency to combine concepts from various sources without integrative understanding. When users lack the ability to reinterpret accurately, the objectivity of the contract is compromised. In this situation, the problem lies not in the parties' conflicting intentions, but in the unstable representation of the contract's content.

In contractual relationships, representational stability is crucial because contracts are normative documents that govern the future (Bayo & Faslah, 2025). Representational instability can lead to difficulties in interpretation when disputes arise. Courts may face problems when determining the meaning of an AI-generated clause, especially if the clause is a combination of several different legal sources. The tendency of AI to combine incompatible elements in a single clause can cause interpretive disorientation. Courts cannot ask AI about its intent because AI has no intent. This differs from traditional contracts, where judges can add interpretations based on the parties' communication documents. In AI contracts, interpretations can be disconnected from context because the document is born from a generative process, not a communication process.

In addition, there is also the issue of reconstructing legal responsibility in the context of AI contracts. Traditional responsibility is based on the principle that the party who makes false or misleading statements must bear the consequences (et al.., 2024). However, when contracts are generated by AI, false statements can be produced without malicious intent. AI can provide incorrect information without any party intending to deceive (Firmansyah & Supadiyanto, 2025). Nevertheless, the law cannot allow

misinformation without accountability. In this case, the idea arises that responsibility can be allocated to the party that has the greatest control over the technology. If users do not have the ability to control how AI generates text, then service providers must bear some of the responsibility. On the other hand, users remain responsible for performing minimal verification. Thus, responsibility becomes layered and requires restructuring through regulation.

In the debate regarding legal subjects, there is also a discourse that questions whether AI needs to be given a specific legal status to overcome the chaos of responsibility. However, granting legal subject status to AI contradicts the basic structure of private law, which places human will at its core (M.d & Masnun, 2024). AI does not have consciousness, intention, or the capacity to understand norms. Therefore, making AI a legal subject would lead to normative illogicality. It is more appropriate to maintain humans as the center of responsibility, but to strengthen regulations on how AI should be used so that it does not cause unaccountable harm.

In comparative law studies, there is a trend that AI legislation in various countries increasingly emphasizes the principles of prudence and transparency. The European Union, for example, emphasizes that in the use of AI for legal documents, there must be technical documentation and an obligation to ensure that humans have full control. In this context, global regulations are moving towards the principle that technology should not diminish the quality of human consent. This principle is in line with the principle of free will in Indonesian contract law.

In a broader sense, the interaction between AI and contracts reveals that law is entering a new era where text no longer fully reflects human intent (Kriswandaru, 2024). However, law still requires the involvement of intent in the contractual process. AI can help humans formulate intent, but it cannot replace it. This is the line that must be maintained in order for law to remain consistent.

Looking at the overall analysis above, it can be concluded that the main problem in AI contracts does not lie in the document itself, but in the lack of clarity in the relationship between humans, intent, representation, and responsibility. Therefore, civil law and technology law reforms need to be directed at clarifying this relationship in order to maintain legal certainty and protect vulnerable parties. AI contracts can be valid, but their validity is always derivative, meaning they are only valid to the extent that humans give conscious consent and the documentation of the generative process can be proven. Without these two things, AI contracts will always be prone to disputes.

IV. CONCLUSION

The use of artificial intelligence (AI) in contract drafting has significantly changed legal drafting practices, but it has not shifted the normative foundations of Indonesian civil law, which are based on the principles of free will and agreement between parties. The analysis in this study shows that contracts generated by AI systems cannot be understood as independent agreements in the legal sense, because AI does not have free will, intent, or the capacity to act as a legal subject. Therefore, the validity of AI-generated contracts is derivative, meaning that they are only valid to the extent that there is explicit and conscious affirmation from humans as binding parties.

Within the framework of Article 1320 of the Civil Code, the requirement of agreement remains crucial. The presence of AI in the contract drafting process has the potential to influence the quality of human will through automation mechanisms, overconfidence in the system, and the complexity of the resulting wording. This condition can give rise to new forms of defects in intent that are unknown in traditional contracts, thus requiring extra caution in assessing the validity of consent. Thus, AI can only be positioned as a technical tool, not as a substitute for the process of forming intent.

In terms of the object and cause of the agreement, this study shows that the generative nature of AI, which does not understand the normative logic of law, can produce clauses that are ambiguous, inconsistent, or even contrary to the law. This risk is even greater if users do not adequately verify the substance of the contract. Therefore, human responsibility in examining, assessing, and approving the content of the contract remains a determining factor in the validity of the agreement.

In terms of evidence, contracts generated by AI can in principle be recognized as valid electronic documents under the Electronic Information and Transactions Law, as long as they meet the principles of authenticity, integrity, and traceability. However, the absence of audit trails, metadata, and generative process records on many AI platforms weakens their evidentiary value in civil disputes. Electronic signatures remain the primary instrument for linking documents to human intent, but their value may be reduced if the signing is done automatically or without full awareness.

This study also confirms that the involvement of AI complicates the configuration of legal liability. Losses arising from AI contracts cannot be attributed to algorithms, but must be allocated proportionally between users, service providers, and system developers. However, current Indonesian positive law does not provide a clear framework for regulating these liability relationships. Overall, this study confirms that the use of AI in contract drafting does not negate the fundamental principles of civil law, but requires regulatory updates to ensure that these principles remain protected. AI contracts can be accepted in Indonesian legal practice as long as human intent remains central, the quality of the consent process is maintained, and electronic evidence mechanisms are strengthened.

V. RECOMMENDATIONS

First, explicit regulations are needed regarding the use of AI in contract formation within the legal framework of electronic transactions, emphasizing that AI is not a legal entity and cannot replace human will. The principle of human-in-the-loop needs to be emphasized as a minimum requirement for the validity of AI-based contracts.

Second, the government needs to establish transparency obligations for AI service providers, including the provision of audit trails, metadata, and generative process records to ensure the integrity and traceability of contract documents as evidence.

Third, there is a need to regulate the obligation to notify users of the limitations of AI systems and the risk of substantial errors in the documents produced, in order to prevent defective agreements.

Fourth, judicial institutions and law enforcement agencies need to be equipped with guidelines and technical capacity to assess the evidentiary strength of AI contracts proportionally.

Fifth, updates to the legal education curriculum need to be directed so that prospective legal practitioners have adequate technological literacy in dealing with contractual automation.

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