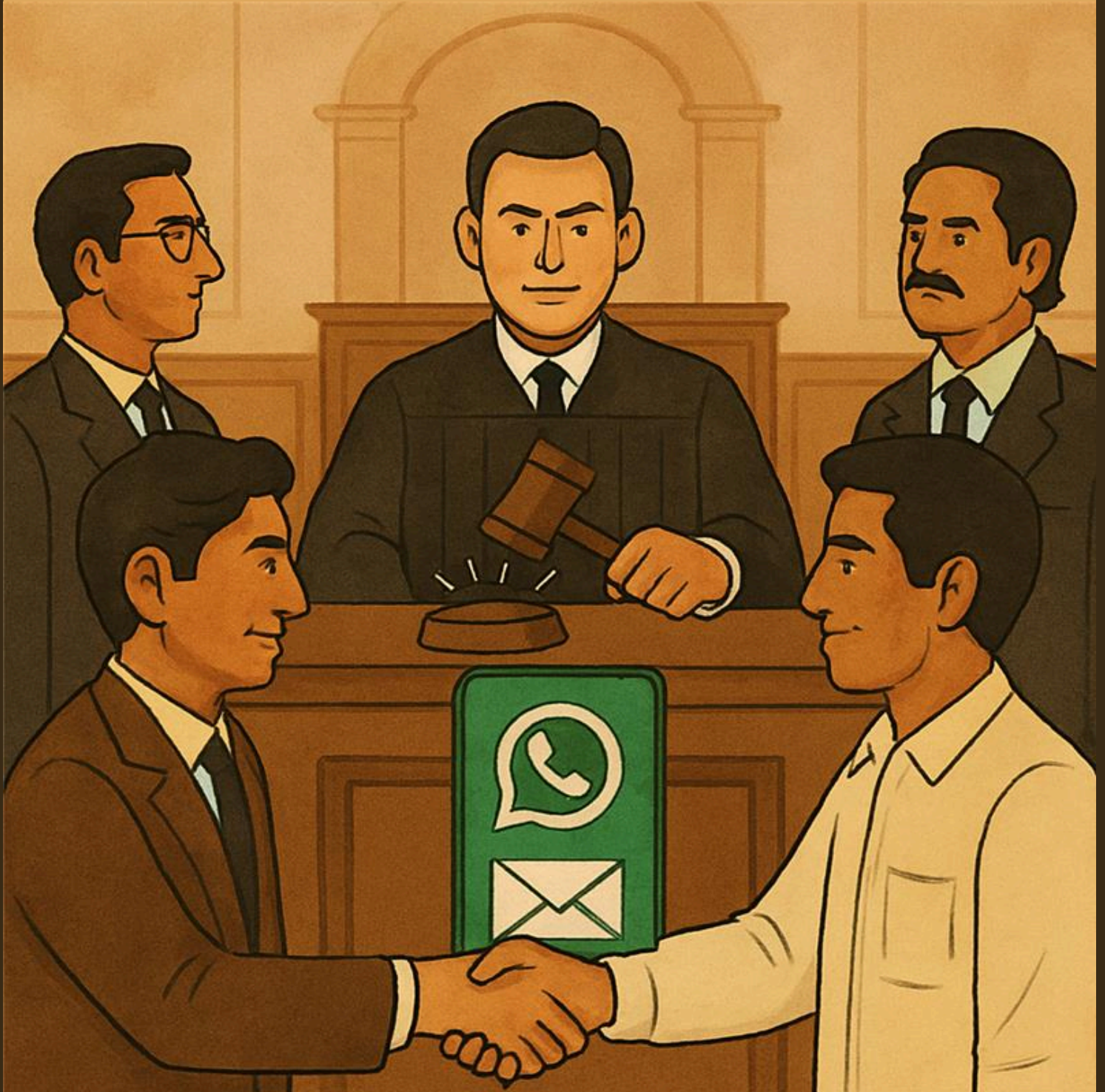


VALIDITY OF WHATSAPP AND EMAIL AGREEMENTS



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Introduction[1]

In the digital era, business negotiations increasingly occur over WhatsApp, emails, and other informal electronic platforms. The convenience and speed of these media raise a fundamental legal question:

when can such communications amount to a binding contract under Indian law?

This article examines current positions in Contract and Arbitration law, with reference to key judicial pronouncements, including the Supreme Court's approach and important recent cases.

Core Legal Principles of Contract Formation Under the Indian Contract Act, 1872, a valid contract requires:

- Offer
- Acceptance,
- Consideration, and
- Intention to create legal relationship.

The form or medium (digital or written or oral) is usually not deciding factor, but what matters is whether these elements are fairly established. Electronic communications like WhatsApp messages and emails are admissible under the law if they satisfy evidentiary requirements [e.g., Section 63(4)(c) of the Bharatiya Sakshya Adhinyam (BSA)] and demonstrate clear mutual consent[2].

[1] The article reflects the general work of the authors and the views expressed are personal. No reader should act on any statement contained herein without seeking detailed professional advice.

[2] More information on admissibility of electronic documents can be found [Here](#)

Supreme Court on Emails as Binding Contracts

Trimex International FZE Ltd. v. Vedanta Aluminium Ltd.[3]

In the aforementioned case, the Hon'ble Supreme Court of India held that a contract, including an arbitration agreement, was formed through email exchanges between the parties, even though a formal written contract was not physically signed. The Court emphasized that where essential terms are agreed and accepted, and mutual intent is established via emails, a valid contract arises.

In this case, the parties negotiated essential terms of a bauxite sale through emails, and Vedanta acted upon those communications by issuing a purchase order. When disputes arose, Vedanta argued that no concluded contract existed since a formal agreement was never signed.

The Supreme Court held that a binding contract and arbitration agreement can be concluded through email exchanges, even in the absence of a formally signed written contract. Emails can create a binding contract where offer and acceptance are clearly shown. It was held that,

Once the contract is concluded orally or in writing, the mere fact that a formal contract has to be prepared and initialed by the parties would not affect either the acceptance of the contract entered into or implementation thereof, even if the formal contract has never been initialed.

[3] (2010) 3 SCC 1 : Arbitration Petition No. 10 of 2009



A written arbitration clause in email correspondence is enforceable like any traditional contract clause. This has been established through a plethora of judgements as cited here. . The Court further ruled that it is clear that in the absence of signed agreement between the parties, it would be possible to infer from various documents duly approved and signed by the parties in the form of exchange of e-mails, letter, telex, telegrams and other means of tele-communication. Here, offer and acceptance were clearly established through email correspondence, and the conduct of the parties showed a meeting of minds. The Court opined that once parties agree on essential terms and act upon them, the contract is complete, regardless of whether a formal document is executed later. Consequently, the arbitration clause contained in the email exchange was held to be valid and enforceable and the Court appointed an arbitrator is clear that in the absence of signed agreement.

WhatsApp and Email: Emerging Judicial Trends

While the Supreme Court's Trimex dealt with email, WhatsApp messaging presents related issues under modern commercial contexts.

Belvedere Resources DMCC v. OCL Iron and Steel Ltd. [4]

This recent judgment is highly instructive for today's digital contracting situation

The Delhi High Court held that WhatsApp messages and emails exchanged between parties can constitute a valid arbitration agreement under Section 7(4)(b) of the Arbitration and Conciliation Act, 1996[5]. Relying on Section 7(4)(b) of the Act, the Court observed that an arbitration agreement need not necessarily be executed in a formally signed document and may instead be inferred from an exchange of communications conducted through electronic modes.

[4]2025 LiveLaw (Del) 740 / 2025 SCC OnLine Del 4652

[5] (b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement;
or



In the present matter, the record clearly established that the parties had reached a meeting of minds with respect to the coal sale transaction. The petitioner had forwarded the globally recognised Standard Coal Trading Agreement (SCoTA), which contained an arbitration clause. The respondents acknowledged receipt of the agreement and, through WhatsApp messages, expressly stated that the agreement would be signed and returned.

In addition, the respondents continued to communicate their acceptance of the contractual terms through email correspondence, requesting the petitioner to forward the final version of the contract and reiterating their agreement to its contents. These communications, taken cumulatively, demonstrated the respondents unequivocal consent to the terms of the SCoTA, including the arbitration clause. The exchange of WhatsApp messages and emails, along with repeated confirmations that the agreement would be executed, fulfilled the statutory requirement for the existence of an arbitration agreement.

The Court observed: "The above correspondence leaves no room for doubt that the arbitration agreement was contained in the exchange of email and WhatsApp communications between the parties, and hence, there is an existence of a valid arbitration agreement between the parties."

Ultimately the relief was denied to the Petitioner due to lack of territorial jurisdiction, but the issue about recognition of arbitration through the WhatsApp messages was conclusively decided in favor of the Petitioner.



This conclusion is in line with the principles laid down by the Supreme Court, which has consistently recognised the validity of commercial contracts concluded through electronic correspondence, as well as the incorporation of arbitration clauses by reference through exchanged communications. Accordingly, the High Court correctly held that a valid and binding arbitration agreement existed between the parties.

The Court observed that the statute recognises an arbitration agreement formed through “communication in writing,” which includes electronic communications. The Court referred to Supreme Court precedent in *Cox & Kings Ltd. v. SAP India Pvt. Ltd.* (2024) 4 SCC 1, where it was held that a conventional signature is not essential if mutual assent can be deduced from the conduct and written exchanges between the parties. [6]

Practical learnings for Contract Law Practice

1. Substance over Form

- a. Whether the communication occurs via WhatsApp, email, or another electronic medium, the law focuses on content, clarity, and mutual assent, not merely the medium used.

2. Document the Essentials

- a. Parties should clearly articulate essential contract terms (price, scope, delivery, timelines) in digital correspondence to avoid disputes about whether a binding contract was intended.

3. Use appropriate language like: “Subject to formal Contract” / “Draft for discussion” / “Draft shared subject to detailed legal terms”

- a. Parties can expressly state that digital communications are “subject to contract” and other legends if they intend to enter a formal written agreement later. This caveat can help avoid unintended legal obligations.

[6]<https://www.lexology.com/library/detail.aspx?g=cb2760a5-a99e-4431-8b37-cc07644c2706>



Conclusion

Indian contract is now adapting to the realities of the digital age. The Supreme Court's decision in Trimex confirms that emails can establish enforceable contracts and arbitration agreements when they satisfy fundamental contract elements.

More recent trends, such as the Delhi High Court's ruling in Belvedere Resources, illustrate an evolving judicial comfort with WhatsApp and email communications forming valid contractual undertakings especially when they express clear mutual intent and document agreed terms.

In practice, this means that informal digital exchanges are no longer inherently informal in legal effect. They can have serious contractual consequences, underscoring the importance of disciplined, intentional use of digital communication in business transactions.

For any feedback or response on this article, the authors can be reached on ankita.doke@ynzgroup.co.in and darshan.mundane@ynzgroup.co.in

Author: Ankita Doke

Ankita is an Associate at YNZ Legal.
By qualification she is Bachelor of Law from
Pune University.



Co-Author: Darshan Mundane

Darshan is a Legal Associate at YNZ Legal.
By qualification he is Bachelor of Legal Science
and Bachelor of Law from Government Law
college, Mumbai University.