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The Legal Frame of Electronic Records in Banking Work

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Abstract
This study addressed the legal frame of electronic records in banking work. The study consisted of an introduction, to topics, where the first topic addressed the meaning of electronic records, and the second topic addressed banking electronic records.
The results revealed a legislative deficiency in the Jordanian legislations, where these legislations didn't frankly state the necessity of obligating banks, ministries and institutions to regulate their electronic records, as both paper records and electronic records are still used. In this vein, the Jordanian legislator should enshrine a law to bind those institutions to stop using paper records and use electronic records, in addition to issuing paper records based on the existing electronic records. Also, several copies of electronic records should be saved, and infrastructure should be established to assure saving the electronic records in safe conditions.
The study recommended the necessity of urging the Jordanian legislator to enshrine a private law of electronic records and the corresponding electronic transactions, in addition to adding them as evidence, and stating the penalty in case the electronic evidence was incomplete, as well as using them asconclusive evidence in cases.
Key words: electronic records, banking records, legal nature, evidence, probatory force.
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1. Introduction:

The modern era witnessed a considerable advancement in the means of communication, especially after the development of electronic communication means. Indeed, these means of communication have become the most-widely used methods for transferring and exchanging data, where they shortened distances and converted the world into a small village.
Actually, this transformation resulted in the emergence of the new writing style, which is the electronic writing. It is worth noting that civil societies relied on paper documents to prove legal actions, since they trust those documents as a method that cannot be manipulated or forged, where it is easy to detect any forgery based on visual evidence or scientific examination.
Dealing with modern communication means evokes some legal issues and challenges, particularly in relation to evidence, where the electronic transactions pose questions concerning what is being documented across (non-paper) electronic means, whether it is viable as evidence, andtheextent to which this writing is acceptable before law in case both litigants are bound to use it as complete evidence.
Information technology, with its legislations, has gained more importance as evidence, where the data are saved and processed through thevarious technical methods, such as video tapes, compact discs, computerized records, andmicroforms.
The advent of these developments necessitates issuing and upgrading legislations that are compatible with them, where there should be legal articles that enable utilizing the modern technological methods to make deals, and codify the probatory force of these electronic documents and records.
Accordingly, we can notice the importance of the law of electronic transactions and electronic signature in regulating work in a way that satisfies aspirations and responds to the increasing needs at the global level. In this way, binding force can be granted to all the electronic transactions, considering them as the real key for solving the existing problems and challenges. Indeed, this issue should be highlighted and the general rules of evidence should be identified.

2. The study problem:

The technological and scientific development in this era resulted in information revolution that encompassed all daily life activities, where the electronic language has become the language of this era. The research problem

isfocused on the legal draft about the topic of banking electronic records, where it has been introduced to cope with the development resulting from using the internet.
The progressive technological development has been accompanied byincreased usage of electronic computers in the various social and commercial domains. By using its binding force as evidence in banking cases, it was necessary to enshrine laws regulating these relationships.
Inthisvein, the law of electronic transactions, evidence law, and commerce law have been passed with reference to the general rules in civil law. The main problem of this research isfocused on identifying the meaning of banking and electronic record, and its probatory force in legal evidence. This issue poses several questions related to the necessity of providing sufficient trust and security in order to prevent any manipulation, forgery, or change in the content of electronic records.

3. The study importance:

Human life styles have been developed, given the increased scientific development over the last decades. Indeed, the advent of computers resulted in more privacy in the transactions stored in computers. Also, the advent of the internet necessitated more development in individuals' transactions and activities, where those transactions included individuals' received and sent messages intheir e-mails and social media sites. Therefore, the importance of this study is focused on identifying the nature of this development and its outcomes, demonstrating electronic records, and showing the extent to which they are compatible with probatory force, inaddition to demonstrating the probatory forceof electronic records in banking transactions.

4. The study objectives:

The objectives of this study are centered on demonstrating the argumentation of the electronic record in the banking records, identifying the meaning of electronic record, editing andbanking records, as well as identifying their effects and the applied rules, demonstrating the argumentation of banking records, and identifying the probatory force of electronic records in banking transactions.

5. The previous literature:

The existing studies in this topic are limited, given the judicially and legitimately non-compliance with this technological development, where the judicial authority andthebinding force are always governed by paper evidence. However, the existing previous literature addressing this topic adopted the comparative approach according to the Arabic and foreign laws, and according to the Jordanian law. Some previous studies addressed electronic records from a judicial perspective, while other studies addressed electronic records as evidence. However, this study is characterized by addressing the Jordanian law and legislation, where the study adopted the analytical approach for the legal frame of banking records. Here is a display of some previous studies:

1. Al-Shamari, Jad'anNaif Abdullah (2012). Evidence based on electronic records in the legal cases in the Jordanian law and the Saudi system. The study addressed the nature, conditions and elements of electronic records, and the principle of functional equality between paper records, electronic records andthejudgments of argumentation in electronic records, in addition to the binding force of electronic records in favor of atrader. However, the study did not address the binding force of electronic records in civil transactions, and did not address the Jordanian legislation in particular.
2. Al-Shalabi, Hafiz Ali (2011). The electronic records as a proof method (comparative study). The study addressed the nature of electronic documents and compared them to paper documents, and aimed to identify the nature of electronic records and their advantages, in addition to identifying the electronic signature, electronic documentation, and the binding force of electronic records in civil transactions. However, the study did not address the binding force of electronic records in commercial transactions, and did not state applied examples of electronic records and their binding force.

The current study is distinctive from these studies, as it aimed to demonstrate the binding force of electronic records in commercial transactions, and identify the applied cases of electronic records. The current study also demonstrated the articles included in the Jordanian law of electronic transactions and the Jordanian Law of Evidence, and their amendments related to electronic records in terms of their binding force and the extent of adopting them. The study mainly addressed theelectronic records according to the Jordanian legislation, and used the analytical approach.

6. The study methodology:

The authors used the analytical approach to demonstrate all the ideas and topics included in this research, including nature of electronic records and the binding force of these records. The research explored the legal force and argumentation of banking electronic records according to the Jordanian legislation and compared it with other Arab legislations, where the research was mainly focused on the applications taken from the Jordanian legislation, particularly the applications of electronic banking records.

6.1 The first topic

6.1.1 The meaning of electronic records

The electronic record has a linguistic and legal significance. The legal significance was manifested in several Arabic legislations.

The electronic record is generally considered as an edited document, and the word "record" is included under the linguistic of the word "edit". It is derived from the word "editing" which refers to refining from unneeded things.[1]

Indeed, the word "record" is not limited to the records edited on paper, but also includes theedited documents based on any contexts, including the electronic context. Actually, the electronic textis more inclusive than a record.[2]

The authors suggested that the Jordanian law of electronic transactions did not confuse between the electronic record and the electronic document in terms of definition, where it determined a specific definition according what had been stated in the second article of the Jordanian law of electronic transactions.

Article (2) of the Jordanian law of electronic transactionsNo.15 of (2015) defined an electronic record as "the document that is electronically designed, signed and exchanged".[3] This means that the electronic record has a more extended content than the electronic document, where the electronic record is an archive in which some data are documented.[4]

The articles enshrined by the Jordanian legislator in the law of electronic transactions have bridged the gap in the other legislation that did not consider the methods of electronic saving of documents, either in the form of a contract or information message from a legal perspective, when a dispute arises about them. This means that the validity of electronic saving is similar to the data saved in paper records for the purpose of evidence and documentation. The objective of using electronic records is represented by documentation in a way that assures the safety of data and retrieving them completely when necessary by the authorized parties. In fact, this necessitates the existence of infrastructure that protects records against all adverse effects and provides frequent maintenance to them.[5]

The authors suggested that thelegislator stipulated the necessity of keeping documents for the purposes of evidence, documentation and editing.However, the legislator did not accurately demonstrate the way of keeping documents in terms of printing them or retrieving them electronically. The authors suggested keeping a paper copy of records after retrieving them, so that it would be easier to find them, as there would be two methods for finding them, either electronically or as paper.

TheInternational Organization of Standardization (ISO) defined "text" as a set of data constantly documented on aphysical structure, where they are easily read by humans or by using a machine specially designed for that.[6]

Therefore, the idea of writing is not associated with a paper medium, where the written evidence should not always be on paper.[7] Hence, electronic writing is viewed as significant in commercial transactions and civil activities. In this vein, using a computer and clicking the mouse button is considered as a method for expressing willingness in distance contracts, where electronic writing- which is an integral part of electronic records- represents a concrete reality approved by legislations.[8]

Some cases require writing as a condition for confirming the occurrence of a certain act, and condition is only abandoned based on an explicit statement.For example, while selling properties in the department of survey and land necessitates, the ownership should be registered in the department, and the electronic contracts and documents are stored in "electronic records"[9].

There are questions concerning what is meant by electronic records and electronic texts in the various legislations which, in turn, urged the authors to address this topic in legislations within two parts, as follows:

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[1]- Ibn Manzour, Mohammad ibn Karam, (2010), Lisan al-Arab, Part One, p. 606.

[2]- Ibrahim, Khaled Mamdouh, (2008), Signing the Electronic Contract, University Thought House, p. 180.

[3]-Jordanian Electronic Transactions Law, No. (15) of (2015) published in the Official Gazette No. (5341) Page (5292) on 5/19/2015.

[4]- Al-Roumi, Mohammad Amin, (2008), Electronic Document, Legal Books House, Al-Mahalla Al-Kubra, p. 153.

[5]- Al-Shalabi, Hafez Ali (2011), Electronic Record as a Means of Proof, Al Al-Bayt University, p. 34.

[6]- Jamee'i, Hassan Abdul Bassit (2000), Proving Legal Transactions Concluded via the Internet, Dar Al Nahda Al Arabiya, Cairo, p. 18.

[7]- Al-Shammari, Jad'anNayif Abdullah (2012), Evidence by Electronic Records in Legal Cases in Jordanian and Saudi Law and System, the University of Jordan, p. 7.

[8]- Mansour, Mohammad Hussein, (2006), Traditional and Electronic Evidence, first edition, University Thought House, Alexandria, p. 286.

[9]- Al-Shalabi, Electronic Record as a Means of Proof: A Comparative Study, p. 29.

6.1.2 First: the concept of electronic records in comparative Arabic legislations

Article (2) of the Jordanian law of electronic transactionsNo.15 of (2015) defined an electronic record as "the information message that includes a contract or any other type of documents that are established,stored, used, copied, sent, or received via an electronic medium".[1]The electronic records are kept in the form of electronic channels in the computer, where the data can only be accessed through a computer's outputs, such as compact discs.[2]

In the comparative Arabic legislations, we can see that the Egyptian legislator, particularly in the Egyptian law of electronic signature No.15 of 2004, we can see that the Egyptian legislator did not define the electronic record, while several Arabic legislations defined.[3] However, we can see that the Tunisian legislator did not refer frankly to electronic records in the law of electronic transactions and trade No.83 of 1988, and only stated its definition in article (14): "each electronic certification service provider is required to maintain an electronic record of certification certificates available to users, which must be open for continuous electronic consultation of the information recorded.The certification certificate record shall include the date of suspension or cancellation of the certificates, and this record should be protected against any unauthorized change".[4] Also, the Bahraini legislator defined the electronic record as the record designed, sent, delivered, or stored by using an electronic medium.[5]

Based on the above-mentioned, we can conclude that the electronic record includes any platforms or media designed for establishing, storing, sending or receiving data electronically.Electronic records refer to theinformation exchanged through a computer, such as email messages, processed documents, and digital images. Many electronic records are kept as a part of keeping electronicbooks. The electronic series are viewed as public records established and delivered as a part of performing official duties. Records are known as a type of writing that is used by a public commission to perform an official task[6]. The systems of electronic mail are included within the context of records.[7]In this vein, electronic records are used to document information in a way that ensures their safety and retrieval completely when necessary by the contract parties and those authorized for doing so. Accordingly, there should be a suitable environment that ensures protecting records against all the human and natural effects, in addition to providing regular maintenance for these records[8].

6.1.3 Second,the concept of electronic texts in Arabic legislation

Article (2) of the Jordanian law of electronic transactions defined the text as "the information that is established, stored, used, copied, sent, or received via an electronic medium, such as e-mails, short messages, or any information exchange electronically"[9]. It is worth noting that a record has been established as an integral part of the electronic exchange system of data, where each party in the commercial process has a special record that includes data related to the electronic information[10].

As for the Arabic legislations, we can notice that the Algerian legislator, particularly in article (323) of the civil law No.31 of (2007) stated that "The evidence by writing is produced from the sequence of letters, features, numbers or any meaningful signals or symbols regardless the method of that. It also implied that the evidence by electronic writingissimilar to the evidence written on paper, as long as the writer's identity is verified, and the information is prepared and stored in conditions that ensure its safety. In is noticed that the Algerian legislator did not state a specific definition to a text, but rather extended the concept of writing.[11] Also, the Egyptian legislator demonstrated the concept of a text within the law of electronic signature, as stated in article (1/b), as

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[1]- Jordanian Electronic Transactions Law No. 15 of 2015.

[2]- Al-Shibli, Electronic Record as a Means of Proof, p. 29.

[3]It is noticed that the Egyptian legislator addressed electronic records in the executive regulations of the Electronic Signature Law incidentally, and this is evident while reviewing Article No. (8), which stipulated the validity of official and customary electronic documents for their creator in case it is technically possible to identify the time and date of establishingthe official or customary electronic documents, and that this availability is through an independent electronic storage system that is not subject to the creator of these records or to the control of individuals concerned with them.

[4]- Tunisian Law on Electronic Exchanges and Commerce, No. (83) of (2000) and its amendments.

[5]- The Electronic Transactions Law of Bahrain, No. (28) of(2002) and its amendments.

[6]-State of Michigan records management services., https://www.michigan.gov/documents/lara/MMMP_Application_Pkt_601712_7.pdf

[7]- Shams Al-Din, Ashraf Tawfiq, Criminal Protection of Electronic Documents: A Comparative Study, Dar Al-Nahda, p. 56.

[8]- Ibrahim, Khaled Mamdouh (2008), Signing the Electronic Contract, p. 180.

[9]- Electronic Transactions Law No. (15) of the year (2015) and its amendments.

[10]-Fawatihia, Habara (2010), Electronic documents under the principle of functional equivalence: A comparative study between Jordanian and Algerian law, pp. 20, 21.

[11]Algerian Civil Code, No. (31) of (2007) and its amendments

follows "it is a message that includesinformation that is established, integrated, stored, sent, or received either partially or totally by using an electronic, digital, or scanning method, or any other similar method".[1]
Based on the above-mentioned, the authors suggested that the electronic text with its nature is more extended and inclusive than a record, and that the record with its nature is a part of the electronic text designed to save information against falsification and modification.

6.2 The second topic

6.2.1 Electronic banking records

The current development all over the world and the resulting innovation in the various life domains, including the commercial and banking sectors, had a prominent role in accomplishing transactions and saving money and energy. Therefore, the existence of electronic records contributed to solving many problems resulting fromthebad storage of traditional paper records and the loss of paper records.[2] Indeed, banks have been connected to theelectronic domains and the internet in order to facilitate social, financial and economic domains as well as other domains, such as banking credit[3] and letter of credit that significantly facilitated commercial activities.
The technological development overcame the problems that could occur by converting the text to an image that cannot be modified by using trusted software called "DOCUMENT IMAGE PROCESSING". These programs havebeeninnovated to protect digital data against modification,where data are savedin digital boxes that can only be accessed by a special key controlled by trusted authority in the State; therefore, any attempts to breach or modify the digital document will result in damaging it.[4]
It is worth noting that global trade is based on developed bases and standards which, in turn, resulted in the emergence of new factors to facilitate this process.
Article (2) of the Jordanian law of electronic transactionsdefined an electronic record as "the information message that includes a contract or any other type of documents that are established, stored, used, copied, sent, or received via an electronic medium".[5]Indeed, the electronic records are kept in the form of electronic channels in the computer, where the stored information can only be accessed through a computer's outputs, such as compact discs.[6]
Therefore, the Jordanian legislator was not only limited to the information message, which is different from the electronic record in terms of function and shape. In this vein, the electronic record is viewed as an integral part of the electronic exchange system of data, where it includes a lot of data related to electronic information.[7] Hence, we may conclude the importance of electronic records for documenting information in a way that ensures their safety and retrieval completely when necessary.[8]
Therefore, the banks that used to be previously committed to using commercial notebooks and paper records have become able to employ electronic records for regulating accounts and storing the data related to their activities[9], and utilizing them as evidence argumentation[10].
In article (21), the Jordanian Bank lawstated the following:
A. The Central Bank in coordination with banks develop an electronic system to transfer funds between banks and conduct settlements and clearance operations, where the Central Bank may manage this system and conduct payment and receipt operations through it.
B. Banks may use electronic archiving systems to hold electronic records of the original copies of books, records, files, documents, correspondences, telegrams, notifications or any other papers related to their financial operations for the period prescribed in valid legislations, as long as the provisions of Electronic Transactions Law are taken into consideration.
C. Banks that use computers or other modern technological equipment in the organization of their financial operations shall be exempt from maintaining commercial books stated in the Law of Commerce in effect. The information derived from such devices or other modern methods shall be regarded as commercial books provided that the provisions of Electronic Transactions Law are taken into consideration.

1- Egyptian Electronic Signature Law No. (15) of (2004).
2- Ibrahim, The legal validity of email in proof: A comparative study, p. 174.
3- Al-Samadi, HazemNaeem, 2003, Responsibility in Electronic Banking Operations, p. 13.
4- Al-Aish, Al-Salihin Mohammad (2008), Digital Writing as a Way to Express Will and a Guide to Proof, Al-Ma'aref Establishment, p. 169.
5- Jordanian Electronic Transactions Law No. 15 of 2015
6- Al-Shibli, Electronic Record as a Means of Proof, p. 29.
7-Fawatihia, Habara (2010), Electronic documents under the principle of functional equivalence: A comparative study between Jordanian and Algerian law, pp. 20, 21.
8- Ibrahim, Khaled Mamdouh (2008), Signing the Electronic Contract, p. 180.
9- Al-Shammari, Evidence by Electronic Records in Civil Cases in Jordanian and Saudi Law and Regulations, p. 86
10- Al-Roumi, Electronic Document, p. 153.

D. All banking activities and financial operations , by virtue of their nature, shall be regarded as commercial, irrespective of the civil or commercial capacity of the client in a contract or transaction with the bank. Such operations shall be subject to the law of Commerce in effect and may be verified with all proof methods, but shall not be subject to the rules of "Morabaha Regulation"[1].

Accordingly, the Jordanian legislator exempted banks from regulating commercial books provided for in the Law of Commerce. The legislator also addressed the banks' usage of modern technical systems and computers in performing their financial transactions, where using computers and electronic records has been a viable alternative to paper records.

Based on the above-mentioned, two issues should be addressed:

6.2.2 First, Contractual willingness in the entries of banking records

Recently, there has been a need for effective methods for saving and documenting data. Therefore, electronic records have been introduced as an effective way for saving big data and electronic data exchange.[2]

In many legislations, writing is considered amongst the strongest proof evidences. This is a general rule; however, the legislator deviated from this rule in some cases, where electronic records have been adopted as proof evidence, referred to as "free proof",[3] where electronic writing has become an integral part of electronic record.[4]

In this vein, the freedom of proof applies between traders who perform commercial activities, as stated in article (51) of the Jordanian commerce law. However, some commercial activities should be in a written form, particularly the activities with long duration and special business. These commercial activities should be for the interest of a trader, otherwise he will not make advantage of the free proof.[5]

There are several objective proof rules that demonstrated the importance of protecting litigants, where those rules addressed their rights and duties, and confirmed the necessity of protecting their interests, since such a protection will be inevitably beneficial to public interest. As for banking records, these records were granted complete binding force, and the evidence derived from them was viewed as final and binding for both banks and clients, as it is considered as a reference in case of disputes related to the banking operations.[6]Writing in its wide concept does not only refer to hand writing, but also includes the electronic writing that is taken from direct communication, such as fax and telex, as well as other means.[7]

It is worth noting that there could be an agreement about deviation from proof rules, considering them outside the general system. However, litigants shall not make proof using any evidence, in case they agreed upon any proof rules as proof evidence, such as agreeing on writing.[8]

In its judgment, the court of cassation stated that the proof methods are within the right of litigants, but not the public system. Therefore, the signed contract between banks and borrowers isgoverned by the transactions and accounts of the bank, considering them as final evidence concerning the due money based on the signed contract, and thus the borrower does not have the right challenge it upon his individual willingness. Also, the existence of property mortgage and insurance will not prevent filing a suit appealing for the due debt. In case the debt transaction included conditions that consider interest due on the debt as an integral part of the loan amount, then adding the interests to the original loan amount will not prevent filing a suit before courts and appealing for the whole debt amount, after the defendant challenges the procedural implementation. In this case, the guaranty is committed to pay the procedural fine stated in the procedure law, since the guaranteed opposed the procedural implementation[9].

6.2.3 Second, the binding force of banking records between contractual willingness and legislative texts

How binding force related to electronic records is confirmed after detection and auditing. This means that the existing documents of these records are not exempted from detection and auditing. In this case, the bank's employee may not be asked for testimony, for two reasons:

1. The existence of binding force with contractual willingness (agreement by both parties) on the conditions of banking records

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[1]- Electronic Banking Law, No. 7 of 2019.
[2]- Ibrahim, Ibrahim, Khalid Mamdouh, (2008). Electronic Information Security, University Publishing House, p. 86.
[3]Al-Shalabi, Electronic Record as a Means of Proof: A Comparative Study, p. 48.
[4]- Mansour, Muhammad Hussein, (2006), Traditional and Electronic Evidence, firstedition, -University Thought House, Alexandria, p. 286.
[5]- Al-Jumai'i, Proof of legal transactions concluded via the Internet, p. 99.
[6]- Al-Shammari, Evidence by Electronic Records in Legal Cases in Jordanian and Saudi Law and System, pp. 87, 88.
[7]- Al-Aboudi, Abbas (2010), Challenges of proof by electronic documents and the requirements of the legal system to overcome them, 1st ed., Al-Halabi Publications, p. 60.
[8]- Al-Shalabi, Electronic Record as a Means of Proof, p. 51.
[9]- Decision, Court of Cassation 163/1990 on 1/1/1990, Five-member panel, publications of Your Decision.

The banking records have a binding force against clients, based on the extracted evidence either as paper documents or as electronic compact discs.[1]
A judgment by the court of cassation stated that a bank's accounts or records are not challenged as long as the borrower agreed on considering these records and accounts as a binding force, since agreements must be kept.[2]
2. The existence of binding force concerning the conditions of banking records is governed by investigation, and accounting and technical safety
The binding force of banking records and their outcomes is a condition stated in the previously-printed copies of banking contracts. However, this condition does not protect the banking records against error. This condition does not prevent the client from claiming the invalidity of records, and thus clients have the right to appeal for:
A- Auditing the banking records
The binding force of banking records does not prevent a client from appealing for auditing of a bank records without any prejudice to law judgments. Indeed, this process aims to compare the data in the accounting books with thebank accounts in order to verify the bank's monetary state and detect any errors or fraud.
Litigants can show the electronic record to prove the validity of their acts. Indeed, the content of these processes, such as cash withdrawal enable the judge to grant the electronic record a binding force for the purposes of proof.[3]
A judgment by the court of cassation stated that there should be a condition for opening accounts, where clients shall confirm that the bank's records related to their accounts are correct and binding to all parties, and should not be challenged by any parties. They should also waiver any legal rights that enable them to ask for auditing for the bank's accounts or records. This condition implies that the bank's records are viewed as binding force; however, clients still havetheright to assign an accounting expert to audit the bank's records in case the clients or borrowers claimed the existence of errors within the records. In this vein, records are not protected against errors,andthus asking for auditing does not violate the provisions of law, where the court assigns experts to verify the validity of the bank's records.[4]
B- The technical experience of banking records
The binding force of the banking books and records shall not protect them against error and manipulation. Therefore, agreement upon the binding force of these records shall not prevent a client fromclaiming the invalidity of records. In this case, the condition does not prevent the borrower from asking for an expert party to verify the validity of calculating interests and other expenses, and detect the existence of any erroneous interests deviating from the signed contract.[5]
C- Asking for testimony to verify the validity of banking records:
In this case, the court may listen to the testimony of the employee who edited the banking records based on the client's request to verify the validity extent of those records.[6]
D- Compelling the opposite party to take the oath concerning the banking records:
The client may compel the bank's legal representative (employee) to take the oath about not knowing the occurrence of a certain thing, but not about the certainty of it. A judgment by the court of cassation stated that the compelling oath is only taken by the other litigant to resolve a dispute. Therefore, the compelling oath that settles a dispute with thebank is taken by the bank's legal representative, and thus it is not acceptable to direct a compelling oath to a bank's employee.[7]

6.2.4 Third, the controls of using banking records in evidence
The banking records are subjected to the principle of confrontation by evidence, where banking records are addressed as follows:
1- The banking records subjected to the principle of confrontation by evidence
Proof is mainly governed by the principle of confrontation by evidence, and the other litigant has the right to prove the opposite. In this vein, each litigant has the right to discuss and challenge the introduced evidence. This principle is fundamental, where it provides equal rights to litigants.[8] Therefore, each introduced proof evidence is shown to other litigants to discuss it and defend themselves, where the evidence that is not displayed to all litigants is not acceptable, and the courtshould not accept evidence that has been discussed in another case unless

[1]- Al-Akeeli, The Mediator in Explaining Commercial Legislations, p. 72.
[2]- Decision, Court of Cassation 1586/1996on6/10/1996, Five-member panel, publications of Your Decision.

[3]- Living, digital writing as a way to express the will and as evidence of proof, p. 212.
[4]- Decision of the Court of Cassation 1820/1997on1/11/1997, Five-member panel, publications of Your Decision.
[5]- Al-Shammari, Evidence by Electronic Records in Civil Cases in Jordanian and Saudi Law and Regulations, p. 91
[6]- Decision of the Court of Cassation 1779/2018on29/3/2018, Five-member panel, publications of Your Decision.

[7]- Decision, Court of Cassation in its capacity as a civil court, No. 1091/2006 on 4/23/2008.
[8]- Al-Shammari, Evidence by Electronic Records in Civil Cases in Jordanian and Saudi Law and Regulations, p. 93

it is discussed in the current case.[1]Also, the action should be a banking one for both litigants or one of them, where the civil or mixed action cancels the need to provide banking records.[2] In short, the only way to challenge banking records is related to claims of forgery, where the case shall be unacceptable in case the litigant did not follow this path of litigation.[3]

Another judgment by the court of cassation stated that if the appelleedoes not challenge the validity of the bank's records, and only refuses a this specific banking process exclusively, and denies taking that amount of money in any way- and the appellant insists on the binding force of his banking records- the appellee is still allowed to challenge the bank's argumentation, just like any other legal evidence. Since the appellant does not show any evidence to prove that the appellee is the one who withdrew the money from his account, or mandated another person to do so, then the trial court agree with thewritten legislative law.[4]

2. The possibility of reviewing the banking records

The agreement about the binding force of banking records does not mean that they are confidential ones, where clients and court have the right to appeal the bank to show documents and records to verify their validity and issue the fair judgment.[5]

A judgment by the court of cassation stated thatthebank records are binding to a client, where he does not have the right to discuss them as they are viewed as evidence showing his account balance. Since the trial court that has a discretion power found sufficient data based on the bank's records and testimonies- and did not see it viable to bring about the signed contract between the two parties- the court would have practiced its jurisdiction according to articles (33) and (34) of the evidence law. In this case, the court would have issued its judgment based on sufficient evidence and causes[6].

7. Conclusion

This study addressed one of the most important topics currently, which is the electronic government and the legal frame of electronic records in banking work. The study addressed the meaning of electronic and banking records, and demonstrated the binding force of the electronic banking records according to the Jordanian legislation in comparison with other Arab legislations, where the banking electronic records were taken exclusively in the light of the Jordanian legislation along with the existence of several electronic applications

8. Results:

1. There is a legislative deficit in the Jordanian legislation in general, and thus the Jordanian legislator should enshrine a law that to binds institutions to stop using paper records and use electronic records, in addition to issuing paper records based on the existing electronic records.Also, a special department of electronic records should be established in the ministry of communication and information technology.
2. A judge has the discretion power concerning electronic evidence, where he has the right to consider or not consider it as final binding evidence, whereas it is taken as evidence in case it is supported by paper.
3. The most important innovation relating to electronic records is the existence of programs that protect digital data against modification or change.
4. There should be specific conditions for the electronic record to be considered as proof evidence.
5. The legislator established equality between paper evidence and electronic evidence as proof evidence.
6. The electronic text is considered as a part of the electronic record, since it is considered as an information message.
7. The lack of sufficient activation or spread of licensed electronic approval authorities that ensure the authentication and identity of electronic record's parties.

9. Recommendations:

1. The authors hope that the Jordanian legislator would enshrine a speciallaw of electronic records and electronic transactions, and consider their binding force,as well as sanctions in case the electronic evidence was incomplete.
2. The Jordanian legislator may establish safe infrastructure to assure saving the electronic records in safe conditions.

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[1]- Al-Shammari, Evidence by Electronic Records in Civil Cases in Jordanian and Saudi Law and Regulations, p. 93

[2]- Al-Mansour, Anis Mansour, Explanation of the Provisions of the Jordanian Evidence Law, p. 120, p. 121.

[3]- Al-Zoubi, Awad Ahmed, Law of Evidence, (2012), Jordanian Law of Evidence, Printed lectures delivered to law students at the University of Jordan, p. 42.

[4]- Decision, Court of Cassation 823/2010 dated 5/10/2010, published by the Adalah Center.

[5]- Decision, Court of Cassation 823/2010 dated 5/10/2010, published by the Adalah Center.

[6]- Decision of the Court of Cassation 1956/2007on13/5/2008, Five-member panel, publications of Your Decision.

3. The Jordanian legislator may activate electronic documentation of electronic texts to ensure their validity and avoid forgery.
4. The Jordanian legislator maycontribute to raising the awareness among those dealing with electronic records by holding training courses that show the importance of performing electronic tasks and the importance of these activities as proof evidence before courts, and the extent to which courts consider them.
5. The Jordanian legislator should support and develop technical laboratories that belong to the judicial system in order to provide accurate and immediate technical experience reports about the validity of records.

References:

Ibn Manzour, Mohammad ibn Karam. (2010) Lisan al-Arab, Dar Sader, Beirut, Vol. 1.
Al-Zou'bi, Awad Ahmad. (2012) Jordanian Evidence Law, printed lectures delivered to law students at the University of Jordan.
Al-O'qaili, Aziz. (2008) Al-Wasit fi Sharh Al-Tijariyyat, Thought House, Amman.
Al-Qudah, MuflihAwad. (2009) Evidence in Civil and Commercial Matters, Culture House for Publishing, Amman, Second Edition.
Al-Mansour, Anis Mansour. (2011) Explaining the Provision of the Jordanian Evidence Law, Dar Al-Ithra', Jordan.
Ibrahim, Khalid Mamdouh. (2008) Electronic Information Security, University Publishing House. Ibrahim, Khalid Mamdouh (2008). Concluding Electronic Contracts, 1st edition, University Thought House.
Jami'i, Hassan Abdul-Bassit (2000). Proving Legal Transactions Concluded via the Internet, Dar Al-Nahda Al-Arabiya, Cairo.
Al-Roumi, Mohammad Amin (2008). The Electronic Document, Legal Books House, Al-Mahalla Al-Kubra.
Al-Aish, Al-Salihin Muhammad (2008). Digital Writing as a Means of Expressing Will and as Evidence, Knowledge House.
Fawatihia, Habara (2010). Electronic Documents under the Principle of Functional Equivalence: A Comparative Study between Jordanian and Algerian Law.
Mansour, Mohammad Hussein (2006). Traditional and Electronic Evidence, 1st edition, University Thought House, Alexandria.

University Researches:

Al-Shalabi, Hafez Ali (2011). Electronic Records as a Means of Evidence, Al Al-Bayt University.
Al-Shammari, Jad'anNayif Abdullah (2012). Evidence by Electronic Records in Civil Cases in the Jordanian and Saudi Law, the University of Jordan.

Laws:

Jordanian Electronic Transactions Law
Banking Law No. (7) of 2019
Evidence Law No. (22) of 2017
Commercial Law No. (12) of 1966 and its amendments
Tunisian Electronic Transactions and Commerce Law No. (83) of 2000
Jordanian Civil Code No. (43) of 1976
Algerian Civil Code No. 31 of 2007
Egyptian Signature Law
Bahrain Electronic Transactions Law No. (28) of 2020 and its amendments
Financial Services Licensing and Accreditation Regulations of the Securities Commission No. 17 of 2018