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Determining the Time and Place of E-Contract Formation: A Comparative Study between UNCITRAL Model Law and Iraqi Law

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Abstract: Under contract law, the date and place of formation carry significant legal implications. In electronic contracts, the timing and location of dispatching and receiving electronic messages are crucial for establishing contract formation. Currently, the Iraqi Electronic Signatures and Transactions Law contains specific provisions regarding this formation stage. However, to meet current legal and economic expectations aligned with emerging technologies, these dispatch and receipt provisions require modification. The purpose of this article is to offer legal recommendations for regulating the time and place of dispatch and receipt. Adopting a comparative analytical methodology, this study investigates the legal implications of contract formation under Iraqi law. The research identifies flaws in the concepts of dispatch and receipt, including legislative gaps. Furthermore, it concludes that current laws do not adequately address the legal challenges posed by modern technologies, such as the Internet.

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تكوين العقد الإلكتروني بموجب قانون الأونسيترال النموذجي والقانون العراقي

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معلومات البحث :	الخلاصة: في قانون العقود، يحمل تاريخ ومكان إبرام العقد آثارًا قانونية هامة. ففي العقود الإلكترونية، يُعدّ توقيت ومكان إرسال واستلام الرسائل الإلكترونية أمرًا بالغ الأهمية لإبرام العقد. ويتضمن قانون التوقيعات والمعاملات الإلكترونية العراقي حاليًا أحكامًا محددة بشأن هذه المرحلة. إلا أنه لمواكبة التوقعات القانونية والاقتصادية الراهنة التي تتماشى مع التقنيات الناشئة، تتطلب أحكام الإرسال والاستلام هذه تعديلًا. وتهدف هذه المقالة إلى تقديم توصيات قانونية لتنظيم وقت ومكان الإرسال والاستلام. ومن خلال اعتماد منهجية تحليلية مقارنة، تبحث هذه الدراسة الآثار القانونية لإبرام العقد بموجب القانون العراقي. ويكشف البحث عن ثغرات في مفهومي الإرسال والاستلام، بما في ذلك أوجه القصور التشريعية. علاوة على ذلك، يخلص إلى أن القوانين الحالية لا تعالج بشكل كافٍ التحديات القانونية التي تفرضها التقنيات الحديثة، مثل الإنترنت.
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INTRODUCTION & METHODOLOGY

According to Mohammed Shia' Al-Sudani, Prime Minister of Iraq "The collected amount from the digital payment reaches (7.6 Trillion Iraqi Dinars), after it was (2.6 Trillion Iraqi Dinar) in January, 2023" (Zuhairi, 2024). It has become widely entrenched in practical reality in Iraq and the Kurdistan Region (د. طالب برايم سليمان, عبدالرحيم عثمان بابير, ٢٠٢٢). Actually, the e-market is underdeveloped, with 80% of e-transactions being limited to sectors such as food delivery, clothes, and luxury items. The primitive character of e-stores in Iraq frequently necessitates the use of specific applications to facilitate these transactions by the end of 2025, these trades should be worth \$655 million (Saleh, 2025). In UNCTAD's 2019 B2C E-commerce Index, Iraq is placed 131 out of 151 economies, up from 139 in 2017. This development can be attributed to a notable rise in the proportion of Iraqi citizens who use the Internet and have accounts with financial institutions or mobile money service providers. The key government agencies working to improve e-commerce in Iraq are the Ministry of Trade (MoT), the Ministry of Communications (MoC), the Iraqi Post, the Communications and Media Commission (CMC), the Central Bank of Iraq (CBI), and the Iraqi Chamber of Commerce and Industry (EGCC). Two private sector groups, the Iraqi National Business

Council (INBC) and the Iraqi Association for Computer and Information Technology (IACIT), propose collaborating with partners on e-commerce initiatives that will include capacity-building activities (UNCTAD, 2020). 75% of Iraqi internet consumers have utilized online shopping services at least once, according to a conducted by Think Bank Iraq (Aldazdi, 2021). The digital infrastructure in Iraq is still inadequate (Saleh, 2025). If rules and regulations were to back the technological and infrastructure foundation, it would be able to promote e-commerce effectively. The law need to be updated and adjusted in tandem with the quick advancements and changes in information and communication technology (ICT). This study utilizes a comparative analytical approach to explore the legal implications and principles of establishing electronic contracts within the Iraqi legal system. In comparison to worldwide electronic commerce law (ECL) laws, we assess how well the primary elements of the Iraq Electronic Commerce Act (IECA) meet the country's current legal and economic needs. The formation process entails numerous legal requirements and processes, all of which are beyond the scope of this study. Therefore, we will focus on the time and place of sending and receiving electronic communications, which is an important factor in the development of electronic contracts.

Similar to traditional contracts, e-contracts are finalized by a legitimate offer and acceptance. The judgment and decision of the controlling legislation are significantly influenced by the timing and location of the offer and acceptance. But since every legal system has its own set of regulations, the Electronic Commerce Acts (ECA) often specify and establish the guidelines for sending and receiving electronic messages, or "e-messages." The rules governing dispatch and receipt determine the timing and location of the offer and acceptance, as well as the final conclusion of an electronic contract.

5. CODIFICATION BACKGROUND

The Iraqi Parliament approved the final version of the law by a majority vote. This article aims to summarize the law's key provisions to highlight its importance and impact on e-commerce transactions in Iraq. According to Article 2 of the Electronic Signatures and Transactions Law No. (78) of 2012, the primary objectives of this law are:

- Establishing a legal foundation for electronic transactions.
- Providing admissibility and evidence for electronic transactions and digital signatures, as well as coordinating their provisions (AL TAMIMI & CO., 2013). The policy focuses on establishing key administrative institutions, legal developments, and infrastructure. Electronic data sharing is

not available for customs clearance, security controls, or international transport documentation.

The policy emphasizes the establishment of primary administrative institutions, legal developments, and infrastructure. Electronic data sharing is not available for customs clearance, security controls, or international transport documentation (UNCTAD, 2020). The Iraqi legislator has drafted the Electronic Signature and Electronic Transactions Law, separate from the Model Law, which serves as the basis for all e-commerce laws. It did not address the electronic transaction, which has been addressed by many laws (AL-NAILI , ٢٠١٥p. 4). However, Despite hurdles, Iraq is gradually improving its e-commerce technological infrastructure. This advancement opens up new prospects for improving internet commercial activity in the future. When analyzing Iraq's e-commerce infrastructure, significant aspects to consider are Internet connectivity, electronic financial services, technology infrastructure, and legal laws (Saleh, 2025).

6.E-CONTRACT FORMATION

The term "electronic contract" is defined under the Electronic Transactions Act and the Electronic Signature Act as follows "The offer engagement made by one of the contractors to accept other contractor in a manner that proves its effect on the issue contracted by electronic means " (Hasan, 2022). The aforementioned description states that if an offer and acceptance are made electronically, they are considered to be an e-contract. This provision outlines the key components for completing an e-contract. Electronic contracts may involve products or services. If one party makes an offer electronically and the other party accepts it electronically, this constitutes an electronic contract. Electronic records, contracts, messages, and signatures are presumed to have the same legal effect as printed documents, instruments, and signatures under current legislation, including enforceability and admissibility as evidence. Article 23 states that electronic commercial papers and securities have the same legal effect as equivalent written documents with legal and evidentiary weight, unless otherwise stipulated by law (AL TAMIMI & CO., 2013). Nevertheless, the Iraqi civil code recognizes the conclusion of contracts in electronic form with similar effect as paper [traditional] form. Article 88 states that "conclusion of the contract by phone or any other means of communication is a contract between absentees in the place and present in time" (Hasan, 2022). The 'electronic' attribute refers to the method of conclusion, not the sort of contract (Ali Alibeigi, Abu Bakar Munir, 2015, p. 2). The three primary phases of a

contracting process are formation, performance, and termination. The formation includes both procedural and substantive elements. The procedural elements of a contract are the essential steps and procedures that parties must adhere to during the formulation and execution of a contract (Sign Desk, 2024). Typically, an offer, acceptance of the offer, and consideration are the fundamental components that result in the formation of a contract (Flynn, 2001). We will now discuss the methods of electronic offer and acceptance, two essential steps in the formation of an electronic contract. While Iraqi electronic transactions law does not define this type of offer, Iraqi jurisprudence defines it as follows "all the final expression through electronic means going from Offeror to Offeree for exhibitors contracted under certain conditions".

An electronic offer is a document that displays the price and terms of a contract. It can be directed to a specific person or the general public within a defined timeframe for the purpose of the contract. Iraqi law does not define electronic acceptance, although it can be considered an expression and continuation of the electronic offer, implicitly signifying acceptance of its terms. According to an academic review of legal research by Al-Saadi and Al-Jalabi, an electronic contract must include electronic acceptance of the general terms of intent, which occurs as long as the electronic offer is valid and conforms to these terms. The Iraqi Electronic Transactions Law does not specify a particular type of electronic acceptance. All requirements must be met using electronic ways. Instead, all requirements must be met using electronic means. Electronic acceptance can be done through several channels, including email, chat rooms, downloading, and clicking on agreements, as appropriate for the Internet (Dr. Jaleel Hasan Al-Saadi, Dr. Hussein Abdullah Challabi, 2017, p. 36). Nevertheless, The UNCITRAL Model Law on Electronic Commerce (MLEC) states that "rules for the formation and validity of contracts concluded by electronic means, for the attribution of data messages, for the acknowledgement of receipt and for determining the time and place of dispatch and receipt of data messages" (United Nations, 1998, p. 8). For example in Common Law Cases no 2086 *South West Terminal Ltd. v. Achter Lan*. The defendant is an agricultural company that supplies grain, while the plaintiff is a grain and crop trading company. Suppliers "received a text message from the plaintiff's representative Proposing the purchase of flax for delivery later in the year. The defendant's representative reacted to the text message with a telephone call. Based on that conversation, the plaintiff's representative prepared a contract for the purchase of 86 metric tons of flax at a price of \$17.00 per bushel with a delivery period listed as "Nov", The defendant's representative texted back a

“thumbs-up” emoji. However, the defendant did not deliver the flax to the plaintiff in November 2021”. The Court ruled that sending the emoji constituted acceptance of the contractual offer by the defendant's representative, and not acknowledgment of receipt as the defendant claimed. The Court further ruled that using a "thumbs-up" emoji to express acceptance is permissible under Section 18 of the Electronic Information and Documents Act, 2000 ("EIDA"), which implements Article 11 of the Model Electronic Commerce Act. (South West Terminal Ltd. v. Achter Land, 2023). However, it is crucial to distinguish that South West Terminal Ltd. v. Achter Land originates from a Common Law jurisdiction, where judicial precedents play a central role. In contrast, the Iraqi legal system is rooted in the Civil Law tradition, where statutory texts are the primary source of law. Therefore, this case is cited here solely for comparative analysis and holds no binding authority over Iraqi courts, serving only as an illustrative example of judicial adaptation to modern technology. Therefore, determining the time and place of contract formation is one of the legal challenges facing electronic contracts. Consequently, determining the time and place of contract formation in e-commerce is crucial, as is addressing conflicts of law (Alireza Ebrahimi,Zahra Ansarifar, 2023, p. 4). Each country has unique laws regarding contract formation, validity, and other key issues. A contract may be valid in one country but void in another due to a lack of consideration. In some countries, the contract is created at the point of acceptance, but in other countries, the contract is created when the offeror receives acceptance.

Additionally, the determination of time and place of conclusion of the e-contract it will determine the applicable rules and regulations as well as the parties' respective levels of competence. Parties to an electronic contract must take certain actions to guarantee that the agreement is enforceable, such as making sure that all of the main terms are followed and understood by both parties. It is important to ensure that the parties to an electronic contract have the legal capacity and qualifications necessary to enter into the contract (Neha Saini,Arvind P. Bhanu, 2021, p. 762). The 2005 United Nations Convention on the Use of Electronic Communications in International Contracts (UNCUEC) is an agreement developed by (UNCITRAL) to update the Model Law on Electronic Transactions., which included a recommendation component. Both the MLEC and UNCUEC noted that each country has its own mechanism for determining the time and location of the conclusion, leaving it up to national regulations. Essentially, legal systems can determine when and where a contract is concluded based on local contract laws, by setting rules for sending and receiving data messages. Furthermore, the Iraqi electronic transactions Act, Articles 19 to

21 of the regulations governing dispatch and receipt (Ministry Of Justice, 2012, pp. 13-14). Various legal systems use four theories to determine the moment of formation. These theories include Declaration Theory, Mailbox Rule, Receipt Theory, and Information Theory. The first two theories, the acceptance is regarded effective the moment the offeree conveys their acceptance to the offeror, regardless of whether the offeror gets or reads it (Park, 2000, p. 4). For example in Common Law Cases *Adams v Lindsell* (*Adams v Lindsell*, (1818)), and *Household Fire Insurance Co. v. Grant* (*The Household Fire and Carriage Accident Insurance Company (Limited) v Grant*, 1878). In contrast, the third and fourth theory states that a contract is established when the offeror receives the acceptance of the offer, not when it is dispatched. For example, in Common Law Cases *Yates Building Co. Ltd v. Pulleyn & Son (York) Ltd* (*Yates Building Co. Ltd v. Pulleyn & Son (York) Ltd E*, 1975), Therefore, most Iraqi jurists believe that the theory of receipt should be used to determine the period of contract formation.

As a result, the majority of Iraqi jurists believe that the theory of receipt should be used to determine the period of contract formation. Article 1(10) of the Iraqi Electronic Signatures and Transactions Act states that "the offer engagement made by one of the contractors to accept the other party in a manner that proves its effect on the issue contracted by electronic means" (Ministry Of Justice, 2012, p. 4). The Act just requires a clear statement of intention. For e-contracts, an e-message can reveal the parties' true intentions.

7. TIME OF DISPATCH

This conclusion requires rigorous scrutiny. The Iraqi legal system, regarding both Civil and Electronic Transactions laws, traditionally adheres to the 'Receipt' or 'Knowledge' theory. While Article 20 of the Iraqi Electronic Signatures and Transactions Law addresses the concept of 'dispatch'—"defined as the message leaving the originator's control"—this does not necessarily imply the adoption of the 'Mailbox Rule,' which establishes contract formation immediately upon sending. It is imperative to strictly distinguish between the 'time of dispatch' as a material fact and the actual 'moment of contract formation'. However, according to article 13(c), Standard contract rules govern the time and place for sending and receiving data messages, and stipulate that the information contained therein must indicate its originator or recipient, as well as the date and time of sending and receiving. Art 20 (1) provides that: " Electronic documents shall be deemed sent from the time they enter an information processing system that is not under the control of the signatory or the person who sends it on his/ her behalf, unless the signatory and the consignee agree otherwise"

(Ministry Of Justice, 2012). This rule defines transmission as the time at which a data message enters the recipient's information system. This principle has been applied in accordance with Article 15(1) of the Model Commercial Code. According to Article 15(1) "Unless otherwise agreed between the originator and the addressee, the dispatch of a data message occurs when it enters an information system outside the control of the originator or of the person who sent the data message on behalf of the originator" (United Nations, 1998). Nonetheless, the status of e-agents stated in Article 1 (8) of Iraq's Electronic Statutes " Electronic program or system of computer or any other electronic means used to execute a procedure or respond to a procedure in order to establish, send or receive an information message" (Ministry Of Justice, 2012). Article 20 defines the time of dispatch solely for evidentiary purposes, whereas the moment of contract formation remains governed by the general rules of Receipt or Knowledge, unless otherwise stipulated by law. In plus, the Article 13 of the Iraqi Electronic Signatures and transactions recognizes the legal validity of electronic documents, provided certain conditions are met, such as the ability to retrieve and retain information, the ability to prove the accuracy of information, and the identification of the sender and receiver. It states that,

" First: The electronic documents, writing and contracts shall have legal authenticity to their paper counterparts if the following conditions are met.

- a. The information mentioned in it is savable and can be retrieved at any time.
- b. The possibility of retaining them in the form which they are created, sent, received or in any form that facilitates proof of accuracy of information that mentioned in them when created, sent or received in a form is not amended by addition or deletion.
- c. The information mentioned in them is indicating who creates or receives them and date and time of sending and receiving them"(Ministry Of Justice, 2012). Article 15(1) includes an exception, "unless otherwise agreed," which permits procedures that deviate from the general rule if agreed upon by the parties, in accordance with the principle of party autonomy. The Iraqi Electronic Signatures and Transactions Authority has adopted the principle of Article 15(1) with this exception.

Article 21 of the Act also recognizes as an exception the contractual parties' right to pick the "place" of dispatch. Since there is no logical difference in the parties' flexibility to agree on the time or location, it is proposed that this exception be incorporated into future amendments to the Act to make the definition of time more specific . (Ministry Of Justice,

2012). An updated stance on the general norm stated in Article 10(1) of the Regulations on Electronic Communications in International Contracts has been taken by the United Nations Commission on International Trade Law (UNCITRAL). When the original sender or their authorized representative authorizes a data message to exit the information system, this rule is applicable. When electronic communications remain within the authorized information system for any reason, this principle is not applicable. When this occurs, the time of dispatch and the time of receipt by the recipient are the same. (United Nations, 2005). Paragraph (2) of Article 10 defines the time of reception. The conference adopted a practical stance, understanding that data messages are better conveyed as they exit the information system rather than as they enter an uncontrolled system. In contrast to the MLEC, which drew inspiration from technologies like Electronic Data Interchange (EDI), this convention takes a more contemporary approach that is in line with the internet and other modern technologies (United Nations, 2005). The potential of an instance where the electronic communication remains in the originator's information system for any reason has been foreseen by the exception in Art. 10 (1). This exception is intended to give a remedy in cases where it is impossible to determine whether the message has left the originator's information system. The exception is more likely to arise when two parties use the same information system or when delivering data messages through websites (United Nations, 2015). The first part of Article 10(1) is more rational and follows the idea of dispatch in a non-electronic situation more closely than the provision in Article 15(1) of the Model Law on Electronic Commerce (CHONG Kah Wei, Joyce CHAO Suling, 2006, p. 131). Whenever the information system sends out a message via electronic means, it is more uncomplicated and simpler to produce information as proof when required (United Nations, 2015). E-contracts have fault rules that are comparable to those that might apply to regular contracts. Human error, such as inputting an offer incorrectly or hitting the "I agree" button, might result in a problem. An electronic agent's software could have a bug. The internet service provider (ISP) may make a mistake during an online transaction process that causes a data message to be changed or defective, but it can also cause a delay or even the loss of a data message. A terrible mistake was made with an electronic contract in the year 2002 "when Eastman Kodak placed a camera for sale on its United Kingdom website for £100 instead of £329. Before Kodak could rectify the error, thousands of orders had already been placed. The company was faced with an option of honoring the contracts or face a lawsuit by the disgruntled customers" (United Nations, 2015). Rules in this regard are provided under UNCUEC Art. 14. However, circumstances in which two self-messaging systems communicate electronically without human interaction are

not covered by Art. 14. The Iraqi Electronic Signatures and Transactions Act does not include any provision in this problem, however one article implicitly refers to it, such as Article 18(4) (United Nations, 2005).

8.PLACE OF DISPATCH

When a person in one country transmits data while flying in another country, for example, it is impossible to verify the location of the parties to the contract because online contracts provide no such information. The 'place of business' criterion is utilized by both the Iraqi Law of Electronic Signatures and Transactions and the Multilateral Law Enforcement Commission (MLEC) in order to ascertain the location of the dispatch. Communication via any of his electronic addresses. If an electronic transmission reaches one of his electronic addresses, it is assumed that he received it. Unless delivered to a non-designated address, data messages are sent and received simultaneously under Art 15 (1) and 15 (2) (United Nations, 1998). If, on the other hand, the package is delivered to a location that has not been designated, for instance, the Common case law could be questioned. Concrete Structures (New Zealand) Limited versus Dempsey Wood Civil Ltd. The New Zealand: High Court stated that section 11 of the Electronic Transactions Act was based on article 15(2) MLEC. The Court stated that "the wording of article 15(2) MLEC supported an argument that where consent to service is inferred it may not amount to the designation of an information system Accordingly, the Court held it was reasonably arguable that the email address of Dempsey Wood's accounts department was the designated information system consented to, not that of Mr Pickard. Service was held to have only been affected when the email came to Mr Pickard's attention" (Dempsey Wood Civil Ltd v. Concrete Structures (NZ) Ltd, 2022). The Iraqi Electronic Signatures and Transactions Act employed Article 15(2) to establish the time of reception. Under Article 20. The timing of receiving a data transmission depends on the following criteria.

"First: Electronic documents shall be deemed sent from the time they enter an information processing system that is not under the control of the signatory or the person who sends it on his/ her behalf, unless the signatory and the consignee agree otherwise

Second: If the consignee has specified an information processing system to receive the documents, they shall be deemed to be received when they enter the system if they are sent to a system other than the one specified, they shall be considered sent since the consignee returned it to the system specified by him/ her to receive the information.

Third: If the consignee does not specify an information processing system for the receipt of electronic documents, the time of receipt shall be deemed the time of entry into any information processing system of the consignee" (Ministry Of Justice, 2012). This provision does not take into account the parties' agreement to set the time of receipt, but rather follows ordinary contract law standards. To comply with UNCUEC and adapt to emerging technology, particularly the internet, the phrase 'information system' should be changed to 'electronic address' (Ministry Of Justice, 2012). As a result, if the addressee has selected a specific information system, the time of reception under the aforementioned provision is the moment the message enters that system. This is identical to the MLEC provisions. If a certain information system was constructed but the data message was not transferred to it, the creator retrieves it at the moment of reception. In contrast to "retrieves," the UNCUEC's phrase "capable of being retrieved" is an equitable provision because anyone can always claim that he did not retrieve the data message. Another enhancement brought about by the Convention is the addressee's awareness. In the event that he did not build any information systems for that particular transaction, the addressee consented to receive the data message in any of those systems.

9. RECEIPT TIME

According to Article 10(2) of the UNCUEC, electronic messages must be received within a certain time range. The illustration in Article 10 on retrievability and addressee awareness is more relevant for undersigned addresses. However, the convention follows the same provisions as Article 15 (2) of the MLEC. In addition, it is given priority in the event that the sender of an electronic communication sends it to the recipient's inaccurate address, provided that the receiver is informed of the accessibility of the message. Article 10(2) of the UNCUEC specifies that "time of receipt of an electronic communication is the time when it becomes capable of being retrieved by the addressee at an electronic address designated by the addressee. The time of receipt of an electronic communication at another electronic address of the addressee is the time when it becomes capable of being retrieved by the addressee at that address and the addressee becomes aware that the electronic communication has been sent to that address. An electronic communication is presumed to be capable of being retrieved by the addressee when it reaches the addressee's electronic address" (United Nations, 2005). Traditional ideas of a physical address are more closely aligned with Art. 10 (2) of the UNCUEC, which is less tech-centric (Chris Connolly, Prashanti Ravindra, 2006, p. 36). This provision's use of the term "electronic address" is more acceptable than the MLEC's

use of the term "information system. " While MLEC has acknowledged the parties' agreement to determine the time of reception, the aforementioned paragraph does not recognize the parties' counter-agreement to this concept.

Art. 10(2) predicts two scenarios and one presupposition. When a particular electronic message is sent to a particular e-address, it is possible to retrieve the communication. However, according to the MLEC, receipt is defined as the moment when a transmission is received by an information system. For example, in the Common case law *Petterson v Gothard*, the New Zealand High Court said that " Electronic communication is taken to be received when entering the designated information system of the addressee". (*Petterson v Gothard*, 2012). It means that when an addressee registers an electronic address and watches it for transactions, the time of receipt is when the message can be retrieved at that address, regardless of whether the receiver is aware of it. In actuality, the time of receipt is recorded at the address of the recipient, regardless of whether or not the recipient checks it. In the event that the recipient does not provide an e-mail address or the message is sent to a different address for any reason, the recipient is considered to have received the message if it is accessible at the address that was provided and the recipient is aware that electronic communication is being delivered. The Art clarifies that an e-message can be retrieved by the recipient once it has arrived at his electronic address.

In this particular scenario, the time at which a data message is allowed to enter an information system falls under the jurisdiction of Article 15(2) of the MLEC. In the event that the recipient did not indicate an address, it was presumed that he gave permission for an electronic message to be delivered to any of his electronic addresses. The consequence of this is that any and all electronic communications that are delivered to any of his electronic addresses are considered to have been received. On the other hand, the dispatch under Article 15(1) and the receipt under Article 15(2) take place concurrently, with the exception of situations in which the data message was delivered to the addressee's non-designated contact address. Article 15(2) of the Iraqi Electronic Signatures and Transactions Act defined the period of reception for electronic signatures and transactions. In accordance with Article 20, the following conditions will determine the length of time that a data transmission will be successfully received:

"First: Electronic documents shall be deemed sent from the time they enter an information processing system that is not under the control of the signatory or the person who sends it on his/ her behalf, unless the signatory and the consignee agree otherwise.

Second: If the consignee has specified an information processing system to receive the documents, they shall be deemed to be received when they enter the system if they are sent to a system other than the one specified, they shall be considered sent since the consignee returned it to the system specified by him/ her to receive the information

Third: If the consignee does not specify an information processing system for the receipt of electronic documents, the time of receipt shall be deemed the time of entry into any information processing system of the consignee." (Ministry Of Justice, 2012). In the event that the recipient identifies a particular information system, the time of reception is determined by the moment the message is received by that system. This clause is exactly the same as one found in the MLEC. The receiver is responsible for retrieving the data message at the time of receipt in the event that an information system was developed but the one who designed it did not send the data message. The phrase "capable of being retrieved" is a more equitable provision than the phrase "retrieves" in accordance with the UNCUEC. This is due to the fact that individuals can always argue that they did not retrieve the respective data message. An additional benefit of the Convention is that it raises awareness among those who are being addressed. In the event that the addressee does not create a system of information for the particular transaction.

10. RECEIPT PLACE

Similar to the place of dispatch in Articles 20 and 15(4), the Iraqi Electronic Signatures and Transactions Act and the MLEC have accepted the place of business as a criterion for defining the place of receipt. This is because the location of business is considered to be fundamental to the business. Another criterion examined is the location of legal domicile, also known as habitual residence. However, the actual placement of information systems is given no consideration. When an offer and acceptance are combined, the point of formation is typically where they intersect in the form of a contract. According to MLEC Article 15 (4) "Unless otherwise agreed between the originator and the addressee, a data message is deemed to be dispatched at the place where the originator has its place of business, and is deemed to be received at the place where the addressee has its place of business. For the purposes of this paragraph:

(a) if the originator or the addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction or, where there is no underlying transaction, the principal place of business;

(b) if the originator or the addressee does not have a place of business, reference is to be made to its habitual residence” (United Nations, 1998). In Art 20 the terms 'originator' and 'consignee' are used in sections (a) (b) (c) to define the site of dispatch and receipt.

11. CONCLUSION

When it comes to the life cycle of a contract, the formation phase is the most essential and crucial element. The formulation of the terms and circumstances of the contract, as well as the rights and obligations of the parties to the contract, are significantly influenced by the period and location at which the contract was formed. When it comes to electronic contracts, the sending and receiving of an electronic message plays a significant role in determining the time and location at which a contract is made in each legal system. For the purpose of sending and receiving data communications, the MLEC offers principles that are not legally enforceable. When it came to the Electronic Signatures and Transactions Act, the Iraqi legislator enacted , much like the legislatures of many other nations, produced a section that was in accordance with the MLEC. On the other hand, the MLEC was suitable for the technology that was accessible at the time, such as Electronic Data Interchange (EDI). Emerging technologies, in particular the internet, can be accommodated by a convention that was established by the United Nations Commission on International Trade Law (UNCITRAL) and is legally binding on its signatories (UNCUEC 2005). Changes were made to the clauses in the MLEC that dealt with the receipt and timeliness of electronic messages that were transmitted through UNCUEC. Due to the emergence of new technologies such as the internet, the regulations that restrict the time and place of data message dispatch and receipt in accordance with the Iraqi Electronic Signatures and Transactions, which are derived from the MLEC, are no longer adequate. These concepts that align with the UNCUEC principles are recommended to be included in the Act in further versions. They are more useful and appropriate for the most recent technological developments. The UNCUEC has the capacity to be implemented domestically even if it governs parties from two distinct nations. This procedure would be facilitated if the government joined the UNCUEC.

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