

**DIGITAL CONSENT IN INDIAN CONTRACT LAW:
REIMAGINING OFFER AND ACCEPTANCE IN THE AGE OF
PLATFORM-MEDIATED COMMUNICATION.**

by

Gnazhal Rani

ABSTRACT

As per Oxford Dictionary, Emojis are “small digital images or icons used to convey an idea, an emotion etc.”¹, via electronic communications. However, there is currently no legal definition concerning emojis, so courts are left to interpret them on a case to case basis². The fundamental and unavoidable element of any business transaction is a contract. The fundamental rules governing the creation and termination of contracts are established by the Indian Contract Act, 1872. The conventional method of contract formation and execution has been replaced with a modern one due to technological advancements. This covers the use of digital communications and technology. The Information Technology Act of 2000 regulates the creation and performance of electronic contracts. It is now quite simple to conduct business transactions because of digital communication tools like Telegram, WhatsApp, and e-mail. With the legal acknowledgment of non-traditional representations of intent, digital communication has significantly changed the area of contract law. Emojis are essential components of contemporary digital communication, which serves as the foundation for the development of not only different social interactions but also business and legal interactions are also communicated via them. This growth keeps the courts and legal field engaged wondering if emojis can really have legal implications when it comes to expressing an offer or acceptance or refusal in a contract. In order to overcome the difficulties and ambiguities that parties experience in the digital age, the Indian legal system must change and establish a clear interpretation of emojis as a form of digital expression in contracts. The fundamental and unavoidable element of any business transaction is a contract. The fundamental rules governing the creation and termination of contracts are established by the Indian Contract

¹ Oxford Dictionary; Eric Goldman, Emojis and The Law, 93 WASH. L. REV. 1227, 1231-32 (2018).

² Tre Morgan, A Legal Definition for Emoji's, The Law Offices of Randolph Morgan III (July 16, 2019), <https://tremorgan.com/a-legal-definition-for-emojis/>.

Act, 1872. The conventional method of contract formation and execution has been replaced with a modern one due to technological advancements. This covers the use of digital communications and technology. The Information Technology Act of 2000 regulates the creation and performance of electronic contracts. It is now quite simple to conduct business transactions because of digital communication tools like Telegram, WhatsApp, and e-mail.

Keywords: *Emoji, Consent, offer and acceptance, interpretation, digital contract.*

CHAPTER 1: INTRODUCTORY CHAPTER

Research Problem

Increase in digital communication has blurred the boundaries of intention and consent when contracting via electronically entered contracts. With the involvement of emojis as a prevalent form of digital expression a crucial question arises whether such expression can be a valid consent/acceptance for contract under Indian legal setup. The problem emerges from the absence of uniform interpretation and explicit legal framework for emoji-based acceptance under Indian law.

Research Questions

- Whether emoji reaction can be interpreted as acceptance or intention under Indian Contract Act?
- Whether the interpretation of emoji reactions as acceptance is backed up by challenges?
- Whether international interpretation of emojis as a form of digital expression be applied in the Indian legal framework?

Research Objectives

- To analyse the evolution and the challenges in interpretation of emojis in legal arena
- To critically analyse the legal validity and enforceability of emoji reaction as acceptance under Indian Contract law
- To compare international approaches on emoji reaction as an indicator of consent in the legal arena, especially in contract.

Research Methodology

The research paper titled, “*Emoji Communications in Digital Age in Line with Offer and Acceptance in Modern Contract Law*” is doctrinal in nature and contains predominately

secondary resources which includes journal articles, books, newspaper editorials etc., The research paper also refers some primary resources such as guidelines and statutes

Review of Literature

- Natekar, R.R., 2023. Can Emojis Lead to the Formation of Contracts? *Jus Corpus LJ*, 4, p.32.

This article covers the intersection between the digital communication and contract law narrowing down to use of emojis constituting as valid acceptance under Indian Contract law and Information Technology Act. But the article is limited to Indian jurisdiction and does not over the international interpretation of emojis as acceptance. Henceforth, the research paper along with this also covers international interpretation of emojis as a form of digital expression and its relevance in Indian jurisdiction.

- Hassan, S.A.M. and Younes, A.S., 2025. Emojis as Expressions of Will in Contract Law: Legal Challenges and Judicial Perspectives. *Journal of Lifestyle and SDGs Review*, 5(3), pp.e04948-e04948.

This article exclusively covers the interpretation of emojis not only in contract areas but also other legal areas as well. This article covers majorly Canada's judicial interpretation on emojis as an acceptance under contract and other similar interpretations of emojis in different jurisdictions. However, the article does not cover the Indian stance on emojis as an acceptance under contract law. Henceforth the research paper along with the international perspective also covers the possible Indian interpretation of emojis expression as acceptance in Indian perspective also.

- Merritt, A., 2025. A Framework for Interpreting Emojis in Legal Contexts. *Dalhousie J. Legal Stud.*, 34, p.77.

This article covers the admissibility of emojis as contractual intent focusing on international interpretations under US, France and EU. However, the article does not cover the interpretation of emojis and their interpretation of acceptance and Indian law. Henceforth the research paper along with this also covers the stand of emojis expression in Indian contract as well the possibility of interpretation of emojis as electronic signature.

CHAPTER 2: ENFORCEABILITY OF ELECTRONIC CONTRACTS AND EMOJIS

2.1. The Enforceability of E contract

With the rise in technological development there was a huge shift in the evolution of traditional contract via paper and pen to electronic contracts where parties without any limitation in jurisdiction entered into contract via electronic platform. Now the electronic contracts have further evolved to various forms like click wrap, shrink wrap etc., and included new aspects like electronic or digital signatures in email, messages as consent to E-contracts. In Indian legal framework these electronic contracts as the same enforceability of that of traditional contracts provided the essentials of the contracts under Indian contract law are fulfilled³. Complimenting this, the Information technology act also covers the statutory bindingness of the digital signatures and the record in digital platforms thereby legitimizing the validity of the electronic contracts⁴. Henceforth the essentials of contracts are governed and interpreted by the Indian contract laws and on the other hand, the technological aspects in E contracts such as digital signatures and electronic records are covered under the IT Act, both of this serves the foundation for the next step of discussion of the validity of emojis as acceptance/offer is discussed in the upcoming chapters.

2.2. Emojis and its Evolution in Digital Communication

Emojis can be defined as any small pictorial icons that carries expressions, emotions or action that enables people to communicate their emotions or will via this visually rather than writing or words. The concept of emojis was first introduced in Japan in the year 1990s by Shigetaka Kurita (a Japanese engineer) who basically invented the first emoji in the year 1999 for Docomo's mobile platform⁵. After this in the year 2010, this was slowly built and adopted by corporations and was included in the Unicode standard making this emojis available in all digital communications across all platforms. Later, this was developed further and now serves as a universal language via visually that mostly connects people all over the world to communicate their actions, emotions etc., without any words⁶.

In the increasing usage of smartphones especially social media platforms like WhatsApp, Facebook, Instagram etc., this became very prominent which was used and shared by everybody

³ The Indian Contract Act, No. 9 of 1872, (India).

⁴ The Information Technology Act, No. 21 of 2000 (India)

⁵ Rashmi Rohit Natekara, *Can Emojis Lead to the Formation of Contracts?*

⁶ *Id.*,

paving the way to call them as digital paralanguage as they also started to convey tone and the intention behind the texts shared. In short, emojis started to work like facial expressions for words conveying the expression or emotions of the text creating an imagination of face-to-face interactions. Pictorial expressions of emotions is not a new concept, this can be rooted back to history, where people have encapsulated complex expressions and ideas into simplified symbols. Similarly modern-day emoji communication also gives emotions and intention behind the texts communicated in the electronic platform. However, the development of the emojis started to embody the meaning of the emojis subject to the social, cultural aspects of their expressions. For example, the thumbs up emoji 👍 basically expresses an agreement or yes or approval by western countries however this symbol of expression is considered as an offense in the middle eastern and Greece. On the other hand, one emoji can be interpreted differently by different people depending on their usage, in case of 😊 - this is considered as friendliness in western countries however considered as sarcastic emojis in China, in short, we can say that emojis influence the way texts are conveyed, perceived. Now when these are used in contracts via electronic communication like messages etc., whether can be used to interpret in the legal arena is the question that arises.

2.3. Contractual Interpretation - Acceptance and Intention

According to contract law in India an agreement enforceable by law is called as contract⁷. There are certain essentials to contract, the agreements that has consent from the parties involved in the contract who are competent to follow contract having lawful object and consideration are contracts provided they are not declared as void by law⁸. To put in simple words, the meeting of simple minds and accepting terms and conditions on the same thing in the mind by mutual understanding is called a contract (*Consensus-ad-idem*)⁹.

As per section 2(6) the promise forming the consideration to each other on which the meeting of minds is built is called as agreement¹⁰. To put it together an agreement consists of an offer and its acceptance, where the contract is the legal enforceability of the same.

Agreement = Offer + Acceptance

Contract = Agreement + Legal enforcement

⁷ *Supra*, Note 1, S. 2(h)

⁸ *Supra*, Note 1, S 10

⁹ Rashmi Rohit Natekara, *Can Emojis Lead to the Formation of Contracts?*

¹⁰ *Supra*, Note 1, S 2(e)

The acceptance is of very importance when the contract becomes enforceable because without acceptance, the contract is merely an offer, proposed from one side that is not accepted henceforth carrying no binding effect. Sir William Anson explains this with an analogy with the ignition as acceptance to a train of gunpowder. That is, as ignition of fire gives the very use of gunpowder, similarly only the acceptance of the offer puts the contract into picture and enforceable. Once this contract is followed the parties are under legal obligation to perform their duties. When it comes to the type of acceptance, this can be both implied or explicit. In case of explicit, where the consent is expressed explicitly in writing or oral, the interpretation is very easy and simple. However, in case of implicit acceptance then this is interpreted via the intention, behaviour, circumstances of such implied consent. There is no straight jacket formula for the interpretation of implied consent based on case-to-case basis depending on specific fact inquiry.

Now the interpretation of emojis falls under the implied acceptance category. This is even more complex and challenging as this involves symbols that are visual representations that are used to express emotions and intention. So, along with the case-to-case basis analysis, the intention with which the emotions are used, whether the use of emojis such as thumbs up can be authorized as acceptance kind of question arises. In order to understand the meaning of the emojis used in the contracts, two elements are essential to analyse the emojis in line with the contract. (1) is the intention with which the emojis are sent in line with legal relations and (2) is the principle of *consensus ad idem* both of them should be read together to analyse the intention of acceptance reacted via emojis. In case of intention to build a legal relationship with the other party shows or confirms the relevance of emoji reaction to the proposed offer. For instance, reaction of thumbs up 👍 in case of an offer proposed in the context where the previous chat was in line to establish legal relation with the other party shows the interpretation of acceptance to the contract offered. Whereas the principle of *consensus ad idem* shows the meeting of minds of both the parties thereby the mutual understanding on the contractual terms¹¹.

Henceforth, when an emoji is used in the presence of these two criteria can be interpreted as acceptance of offer in some of the cases. However, even in the presence of these two criteria a limitation of the cultural variability and the problem with subjective interpretation of emojis arises. For instance, the use of 🙏 is very subjective, might mean as thankyou others as yes,

¹¹ Anne Merritt, *A FRAMEWORK FOR INTERPRETING EMOJIS IN LEGAL CONTEXTS*, 34.

thankyou or can also be a sarcastic emoji. Therefore, an emoji cannot be independently interpreted; rather they should always be read with the surrounding facts and circumstances of the conversation depending on the cultural and trending practice of the use of emoji.

CHAPTER 3: EMOJIS AND ITS INTERPRETATION

3.1. The Emojis interpretation in India

The involvement of emojis in contracts pushed the situation from the courts to interpret the validity of such usage of emojis as acceptance under electronic contracts. Generally, there are cases in India that have interpreted usage of emojis in messages and their intention and their binding effect. In the case of *Director General, Railway Protection force v Narendra Chaudan*¹² One of the employees of the central railway protection special force reacted with a thumb's up emoji reaction for a forwarded WhatsApp video on the murder of Asst. commandant. He thereby was also suspended from the position by the disciplinary authority claiming that it encouraged moral support for the accused and interpreted as supporting and encouraging the act. However, on the appeal by Madras High Court division bench it held that the thumbs up emoji here on analysis with the facts and circumstances, intention and the environment it was interpreted as "okay" rather than supporting or encouraging the murder video. The court also highlighted the emojis used must be interpreted in line with the sensitivity of the content and the intention of communication in response to it. Finally, the court held that the suspended employee must be re-employed and the reaction of thumbs up to the video will not amount to misconduct under article 311 of Indian constitution or the service rules.

Again, the Madras High Court in the case *Linga Bhaskar vs State of Tamil Nadu*¹³ this case essentially dealt with the use of 😂 (laughing emoji) in the group chat of WhatsApp which was to address the grievances. Here an outdoor staff member shared a video about the grievances in the WhatsApp group where all the indoor staff members reacted 😂 to the sent video. The accused suffered mental agony and felt humiliated and therefore filed an FIR under various sections including Section 4 of harassment of women act, SC/ST Prevention of Atrocities Act and under IT act. However, the court quashed the complaint and held that the emoji are symbolic representation of emotions but this neither cannot be interpreted as harassment nor can be brought under all of these acts. The court also emphasised that the emojis used must be read with the

¹² W.A.(MD) No.118 of 2024

¹³ (2018) 2 L.W. (CrL.) 407

intention of their use, the communication context and its relationship with the parties and the literal interpretation of the emojis must be avoided.

Even though these judgements do not explicitly cover the interpretation of emojis under contract law, or it discusses the legal obligations, acceptance of the emojis under the contract. However, these are Indian case laws that cover exclusively how the emojis must be read with the context and intention. These cases highlighted that the literal or independent interpretation of emojis should be avoided and these should be sent in the communication context and intention of parties.

3.2. Comparison of Emojis in Legal Arena : Canada and other International Jurisdictions

Unlike the Indian judicial system, internationally certain countries have dealt with the interpretation of emojis in line with acceptance under the ambit of contract laws. With the development of technology and the increase in use of emojis in social media platform courts are now interpreting whether emojis as a visual representation used to express their emotions can be considered as acceptance, evidence or signature is discussed internationally.

Canada

This country discussed one of the most important and relevant cases which discussed the interpretation of emoji as acceptance under contract law. In *South West Terminal Ltd vs. Acker Land & Cattle Ltd*¹⁴ The court of King's bench discussed the validity of 👍 as acceptance and as electronic signature. Here the plaintiff and the defendant have entered into contract on the delivery of 87 metric tonnes of flat at 699 dollars per tonne. Being this the case, the plaintiff sent a message "please confirm the flax contract" by which the defendant reacted 👍 (a thumbs up emoji) replying to the text. However, the defendant failed to deliver the promised flax and thereby the plaintiff sued for the breach. Here the court basically analysed whether the offer and acceptance were formed and which this 👍 emoji reaction would constitute as acceptance and signature. Here the court analysed the use of thumbs up emoji from the buyer's view and how he has used this emoji in other chat contexts. There the court found out that the use of 👍 is in the circumstances of okay, yup, looks good circumstances henceforth this was interpreted as both signature and acceptance of the offer. One of the justices held that the thumbs up emoji is an action in electronic form under the Canadian electronic and information and documents act. The

¹⁴ 2023 SKKB 116

court held in favour of the plaintiff and ordered compensation for them reading the context, intention and the consensus ad idem of the parties.

U.S.

Here the courts have not treated emojis as signatures, however the courts read the intention of emojis as evidence in cases. Here the court in 2015 during the criminal trial of Ross Ulbricht (Silk Road marketplace) the judge also included the electronic communications as evidence and the emojis was also considered in cases of assessing the mens rea aspect of the accused. Although this is not in line with the contract law, this interpretation shows the US courts use of emojis to evaluate the intention of the accused¹⁵.

France

Here the emojis were interpreted to analyse the criminal intention of the parties. In 2016, the defendant Ajoghag Bilal threatened his ex- girlfriend with a gun emoji through text message and on complaint he was convicted under the French Penal Code under the ambit of making a death threat. The court read the emoji with the circumstances, facts, intention of the parties and held that the emoji amounted to visual threat that is equated to the conventional form of threat message¹⁶.

Israel

This is a case where emojis are in line with the agreement of rental place was sent (which includes, dancing figures, champions involved in rental agreement context, where in the case, *Dahan vs Shakaroff* in the WhatsApp conversation between the owner and the potential tenant, a series of positive emojis champagne bottles, smiley faces etc.,) However the potential tenant did not enter into the contract with owner, thereby the owner sued them and the court interpreted the intention behind those emojis and awarded damages to the owner. Here the emoji was read along with the intention and communication context.

Australia

This country did not explicitly cover the interpretation of contract with emojis rather in the case of *Burrows v Houda* covered the interpretation of zipper mouth face emoji and interpretation of

¹⁵ Benjamin Weiser, At Silk Road Trial, Lawyers Fight to Include Evidence They Call Vital: Emoji, N.Y. Times, Jan. 28 2015, available at: <https://www.nytimes.com/2015/01/29/nyregion/trial-silk-road-online-black-market-debating-emojis.html#:~:text=At%20issue%20was%20a%20piece,version%20of%20a%20smiley%20face>

¹⁶ Dr. Sangeetha Sriram & Dhyana Dinesh, “Thumbs-up (👍) Emoji in Indian Contracts, Analysis in the Light of South West Terminal Ltd v. Achter Land & Cattle Ltd.”, CEERA Pub., NLSIU (Apr. 2025)

defamatory meaning. In this case a lawyer was charged with disciplinary action for use of the zipper face and the court interpreted here the emoji in line with intention, context and relationship.

3.3. Emojis as Electronic Signature?

On the discussion of electronic records and digital signature the Information Technology Act comes into picture. As per section 4 covers the validity of information in electronic form and their binding legal effect¹⁷. This section is further extended to section 5 which gives recognition to electronic signatures and equates it to handwritten signatures¹⁸. Whereas section 2(1)(t) and section 2 (1)(ta) define electronic records and electronic signature and section 10A covers that the electronic contracts are valid and enforceable¹⁹. So, from this we can understand that all the contracts that are formed through electronic medium which includes conveyed by mail, WhatsApp or messaging apps have legal binding effect under ICA on the fulfilment of essential conditions of contract. In *Trimex International FZE Ltd. vs Vedanta Aluminium Ltd.*²⁰, the Supreme Court held that all electronic contracts in this case contract concluded via email can be legally binding on the fulfilment of essentials of contract.

Under BSA - Bhartiya Sakshya Adhiniyam, 2023 discussed the evidentiary rules for the digital documents and evidence. Under section 90 presumes that the communication through email falls under authentic communication and this must be coupled with proof²¹. With regard to the provision, a communication sent to the receiver by email or any social media platform is regarded as legitimate. The section's goal is to assume that an electronic message is legitimate regardless of the application being utilized. In case of WhatsApp communication as a digital contract, in court, a WhatsApp contract may be acceptable, according to BSA (2023), a WhatsApp communication should also reflect the same legitimacy as an email under sections, 63,85,86,90²². Under BSA section 63 corresponds to section 65B of the Indian Evidence Act which thereby governs the admissibility of the electronic documents and in case of secondary record these are admissible in case of presence of certification.

¹⁷ The Information Technology Act, No. 21 of 2000, S. 4 (India)

¹⁸ *Id.*, S. 5

¹⁹ *Id.*, 10A, 2(1)(t), 2(1)(ta)(India)

²⁰ (2010) 3 SCC 1

²¹ The Bhartiya Sakshya Adhiniyam, No. 47 of 2023, S 90 (India).

²² *Id.*, S. 63,85,86,90 (India)

Whereas along with the presence of electronic signature or digital signature the presumption of authenticity is handy under section 84 and as per section 86 presumes the affixation of e sign or digital signature was with intention of approval unless it is proven otherwise. This interpretation is thereby relevant to messages communicated via WhatsApp, mails, or instant messaging apps and treated as admissible evidence under the BSA. In the case of *Ambalal Sarabhai Enterprise Ltd. v K.S. Infraspace LLP Ltd*²³, both WhatsApp as well as email messages and conversion can be read as evidence. In the case *Rakesh Kumar Singla v UOI*²⁴ and *Dell International India Pvt Ltd v Adeel Feroze*²⁵ the court held that the evidence value of the WhatsApp messages can be backed up the certification under section 65B of the Indian Evidence Act. The case of *Karuna Abhushan Pv Ltd vs Shri Achal Kedia*²⁶ discussed the bluetick in the WhatsApp messages and its admissibility. In the case of *National Lawyers Campaign for Judicial Transparency and Reforms v UOI*²⁷ - The court however held that forwarded messages do not have evidence value unless the original sender is identified.

Therefore, from the above sections and judicial precedents we can understand that an electronic contract can be formed via WhatsApp conversation or any other social media platform if essentials of contract are satisfied. Therefore, if the presence of emojis (read with intention, communication context and relationship of parties) and if interpreted as acceptance then the emojis reaction can also be held as acceptance of contract. However, one should be careful on the interpretation of emojis as electronic signature, because unlike them these are not encrypted identifiers as per schedule II. Contextual evidence support is required to interpret them as electronic signatures.

CHAPTER 4: FINDINGS, SUGGESTIONS AND CONCLUSION

4.1. Findings

The core of the research paper is to analyse the legal status of interpretation of emojis as acceptance in contracts in India and judicial precedents internationally. One of the most important aspects of any contract is its intention to establish a legal relationship. Every contract can exist if there is a purpose to establish a legal connection, according to well-established law.

²³ (2020) 1 SCALE 527

²⁴ CRM-M No. 23220 of 2020

²⁵ W.P.(C) No. 4733/2024

²⁶ CS (Comm.) No. 327/2019

²⁷ Writ Petition (C) No. 191 of 2019

Consensus-ad-idem, which indicates that the parties to the contract agree on the same thing as well as in the same sense, is another crucial consideration. Together with the previously mentioned other standards of contract law, these two elements must be included in a contract. In case of interpretation of emojis in contracts in India, The Madras High Court served as pioneer in passing judgments related to emojis interpretation the courts read that the emojis used must be read with the intention of their use, the communication context and its relationship with the parties and the literal interpretation of the emojis must be avoided. Even though these judgements do not explicitly cover the interpretation of emojis under contract law, or it discusses the legal obligations, acceptance of the emojis under the contract. However, these are Indian case laws that cover exclusively how the emojis must be read with the context and intention. These cases highlighted that the literal or independent interpretation of emojis should be avoided and these should be sent in the communication context and intention of parties. Internationally the Canadian judgment throws light on the interpretation of emojis in contracts and the same principles used by Indian was also used. Here the court basically analysed whether the offer and acceptance were formed and which this 👍 emoji reaction would constitute as acceptance and signature. Here the court analysed the use of thumbs up emoji from the buyer's view and how he has used this emoji in other chat contexts.

4.2. Suggestions and Conclusion

Global attention is being drawn to the fact that emojis can be used as a contract acceptance. The idea that using emojis should be done carefully to avoid any legal issues seems a bit overblown. Emojis' dominance and widespread use in digital communications is a truth that may be accepted. Emojis can also be interpreted as a form of real interaction but caution must be used while using them, particularly in interpretation in cases of contracts. Not all emojis involved in the conversation of the chats or messaging can be brought under the ambit of contract, rather these should be read with the conversation context, intention. These global patterns imply that parties should use emojis with caution when entering into a contract. Even though casual communication can occasionally be interpreted as approval or a signature, using an emoji alone without any accompanying context or explicit terms and purpose to be bound poses problems. Businesses should think about creating internal guidelines for using emojis or abbreviated digital messages in contractual agreements and stressing acquiescence clarity. When it comes to interpretation of emojis either be it in India or Internationally all of the court's emphasis one thing, an emoji

cannot be independently interpreted; rather they should always be read with the surrounding facts and circumstances of the conversation depending on the cultural and trending practice of the use of emoji. In simple words, literal or independent interpretation of emojis should be avoided and these should be sent in the communication context and intention of parties.

BIBLIOGRAPHY

Primary Sources

Statutes

1. The Bhartiya Sakshya Adhiniyam, No. 47 of 2023, S 63, 85, 86, 90 (India).
2. The Bhartiya Sakshya Adhiniyam, No. 47 of 2023, S 90 (India).
3. The Information Technology Act, No. 21 of 2000, S. 4, 5, 10A, 2(1)(t), 2(1)(ta) (India)
4. The Indian Contract Act, No. 9 of 1872, S.10 (India).

Case Laws

Indian

1. *Linga Bhaskar & Ors. v. State of Tamil Nadu & Ors.*, (2018) 2 L.W. (Crl.) 407
2. *Director General, Railway Protection Force v. Narender Chauhan*, W.A.(MD) No.118 of 2024
3. *Ambalal Sarabhai Enterprises Ltd. v. K.S. Infraspace LLP*, (2020) 1 SCALE 527
4. *Trimex International FZE Ltd. v. Vedanta Aluminium Ltd.*, (2010) 3 SCC 1
5. *Ambalal Sarabhai Enters. Ltd. v. K.S. Infraspace LLP & Anr.*, (2020) 15 S.C.C. 585 (India).
6. *Dell Int'l Servs. India Pvt. Ltd. v. Adeel Feroze*, W.P.(C) No. 4733/2024
7. *State of U.P. v. M/s Synthetics & Chemicals Ltd.*, (1991) 4 S.C.C. 139 (S.C.).
8. *Rakesh Kumar Singla v. Union of India*, CRM-M No. 23220 of 2020
9. *State of U.P. v. M/s Synthetics & Chemicals Ltd.*, (1991) 4 S.C.C. 139 (India)
10. *National Lawyers Campaign for Judicial Transparency & Reforms v. Union of India*, Writ Petition (C) No. 191 of 2019
11. *M/s Karuna Abhushan Pvt. Ltd. v. Shri Achal Kedia*, CS (Comm.) No. 327/2019

International

1. *South West Terminal Ltd. v. Achter Land & Cattle Ltd.*, 2023 SKKB 116

2. *Burrows v Houda*, [2020] NSWDC 485
3. *Dahan v. Shakaroff*, Tel Aviv Small Claims Ct. (Isr. 2017).

Secondary Sources

Journals

1. Samia Awad Mohamed Hassan & Anan Shawqi Younes, *Emojis as Expressions of Will in Contract Law: Legal Challenges and Judicial Perspectives*, 5 jlsdgr e04948 (2025), <https://sdgsreview.org/LifestyleJournal/article/view/4948>.
2. Petra Kralj Novak et al., *Sentiment of Emojis*, 10 PLoS ONE e0144296 (2015), <https://dx.plos.org/10.1371/journal.pone.0144296>.
3. Keith Menscher, *Thank You, I Emoji Your Offer: Emojis Translating Acceptance in Contracts*.
4. Anne Merritt, *A FRAMEWORK FOR INTERPRETING EMOJIS IN LEGAL CONTEXTS*, 34.
5. Rashmi Rohit Natekara, *Can Emojis Lead to the Formation of Contracts?*

Online blogs

1. Dr. Sangeetha Sriram & Dhyana Dinesh, “Thumbs-up (👍) Emoji in Indian Contracts, Analysis in the Light of South West Terminal Ltd v. Achter Land & Cattle Ltd.”, CEERA Pub., NLSIU (Apr. 2025), available at: <https://ceerapub.nls.ac.in/thumbs-up-%F0%9F%91%8D-emoji-in-indian-contracts-analysis-in-the-light-of-south-west-terminal-ltd-v-achter-land-cattle-ltd/>

Newspaper articles

1. Benjamin Weiser, *At Silk Road Trial, Lawyers Fight to Include Evidence They Call Vital: Emoji*, N.Y. Times, Jan. 28 2015, available at: <https://www.nytimes.com/2015/01/29/nyregion/trial-silk-road-online-black-market-debating-emojis.html#:~:text=At%20issue%20was%20a%20piece,version%20of%20a%20smiley%20face>