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EMOJIS AND OFFER-ACCEPTANCE IN CONTRACT LAW – DO COURTS RECOGNIZE DIGITAL EXPRESSIONS OF AGREEMENT

-Uday Bhog¹

ABSTRACT

We are currently living in a digital era where the environment of communication is changing dramatically. With this process, long handwritten letters or phone conversations are replaced by emails, texts, instant messaging apps and social media for communication. Thus, this has led to the growing usage of emojis, or tiny digital pictures or icons that translate feelings, concept or gestures. Although these symbols have come to be an irreplaceable element in daily communication, they pose a new challenge to the traditional legal theories. As the reasonable man is trying to figure out a way to interpret these emojis and find out if these emojis are acceptable to enter a legally binding contract in the first place.

The idea of offer, acceptance, consideration and mutual purpose need to be understood thoroughly to answer this question. These ideas are traditionally read through the lens of spoken or written communication and the courts have habitually read them that way. Now, these ideas must be rethought considering emojis and other nonverbal signs. Courts and legal experts are currently answering questions about whether an emoji even if seemingly legitimate can it be taken to indicate a legitimate or lawful acceptance of an offer and ultimately lead to an enforceable agreement. This study begins to explore how contract law treats emojis using precedent-setting, jurisdictional comparison, doctrinal consequences and interpretation difficulties.

I. OFFER AND ACCEPTANCE: THE FOUNDATION OF CONTRACT LAW

An offer and an acceptance constitute the very basis of contractual responsibilities. The acceptance of the offer involves the action of the offeree, who must categorically accept the conditions of the offer. The offer must be made with the view that the party is willing to enter a contract on specified

¹ First Year B.com LL.B. (Hons.), Jindal Global Law School

conditions. Thus, courts look for what they term a ‘meeting of the minds’ that may occur orally or in writing to determine whether a contract has been formed.

Changes are seen in the statutory provisions to adopt various forms of acceptance. Even if such an agreement is made with the free assent of parties who are competent to enter into contracts for a legitimate purpose and consideration, and it is not void, it shall be a contract as per Section 10 of the Indian Contract Act, 1872². The broad language of the Act enables internet communications to be regarded as offers or acceptances, even though the Act, in its current form, was written before the rise of the digital age, when mutual consent is not present.

II. LANDMARK CASE STUDIES: JUDICIAL RECOGNITION OF EMOJIS

A. CANADA: SOUTH WEST TERMINAL LTD. V. ACHTER LAND & CATTLE LTD.³

In 2023, in the historic Canadian case of South West Terminal Ltd. v. Achter Land & Cattle Ltd.,⁴ the court wondered if the thumbs-up emoji in a text message was a ‘contract acceptance’.

Both parties had sent quick texts to confirm the agreement, and Justice Timothy Keene decided the emoji was a legitimate way to convey agreement. ‘The judge said that courts must not try to slow the flow of technology and common usage, and that this court cannot attempt to stem the tide of technology and common usage.’⁵ Thus, the thumbs-up emoji was accepted as a valid signature.

B. ISRAEL: DAHAN V. SHAKAROFF⁶

There is another noteworthy example with Israel as the source. An apartment was put up for rent and, after receiving an enthusiastic message from possible renters bearing an assortment of emojis symbolising a smiling face, bouncing balls, and a bottle of champagne, the landlord took the apartment off the market, thinking the message showed acceptance to rent. However, the renters then refused their acceptance.

The Court ruled that the use of a string of positive emojis distorted the meaning of what the tenants were trying to convey, and hence, given their social significance in communication, the decision was passed in favour of the landlord. ‘This case showed how emojis can be utilised as a

² The Indian Contract Act, 1872 § 10, No.9, Acts of Parliament, 1872 (India).

³ South West Terminal Ltd. v. Achter Land & Cattle., 2023 SKKB 116.

⁴ *Id.* At 2.

⁵ SOUTH, *supra* note 2.

⁶ Dahan v. Shakaroff Israeli Small Claims Court, 2017.

means of representation with legal implications instead of as simply ornamental or expressive ornament.⁷

C. UNITED STATES: LIGHTSTONE GROUP V. ZINNTEx⁸

Trial courts have begun to consider the use of emojis, even though U.S. courts have not yet issued a conclusive appellate-level decision on the matter. In this case, the proof of a mutual understanding between parties was achieved by communications using a thumbs-up emoji. 'Notwithstanding that the Court did not definitively rule that an emoji could potentially serve as a signature/acceptance in some cases, it was held that there were issues of fact which would be triable as to whether the thumbs up emoji revealed a purpose of being bound to the fulfilment of an accord.'⁹

Such decisions indicate a growing awareness among countries of the potential use of emojis as legal indicia of intent in special circumstances.

III. JURISDICTIONAL APPROACHES AND STATUTORY INTERPRETATIONS

While some areas in the Contract Law have put in the effort to designate digital expressions into official agreements, the rest are still hesitant. In this section, we analyse the legal interpretations of the digital expressions covered within the framework of offer and acceptance by the different legal systems, including that of the EU, the US and India.

A. UNITED STATES: DIGITAL ACCEPTANCE UNDER UETA¹⁰ AND E-SIGN ACT¹¹

The two main laws from a legal perspective that define electronic transactions are the Uniform Electronic Transactions Act¹² (UETA) as well as the Electronic Signatures in Global and National Commerce Act¹³ (E-SIGN). However, both bills were aimed at simplifying and boosting the electronic trade by giving electronic records and signatures the same legal standing as traditional paper ones. While emojis are not explicitly mentioned in either act, the expansive meaning of

⁷ *Id.* at 5.

⁸ Lightstone RE LLC v. Zinntex, LLC 2022 NY Slip Op 32931(U).

⁹ Wasim Beg, Lectio Law, Aayushi Choudhary, *The Emoji Conundrum: Decoding Emoji as a Valid Acceptance*, GBCL (April 30, 2025), <https://gbcl.blog/2024/07/14/the-emoji-conundrum-decoding-emoji-as-a-valid-acceptance/>.

¹⁰ Uniform Electronic Transactions Act (Nat'l Conf. of Comm'rs on Unif. State Laws), 1999.

¹¹ Electronic Signatures in Global and National Commerce (E-SIGN) Act, 2000.

¹² UNIFORM, *supra* note 9.

¹³ ELECTRONIC, *supra* note 10.

"electronic signature" in the acts may treat emojis, digital symbols, as legally enforceable statements of consent.

Written papers can be contracts, similarly, electronic communications serve as the bedrock from which contracts are formed, provided that the E-SIGN Act¹⁴ passed at the federal level in 2000 and the UETA,¹⁵ passed by the National Conference of Commissioners on Uniform State Laws (NCCUSL) in 1999, permit them. With regards to UETA's Section 2(8)¹⁶, an 'electronic signature' is defined as an 'electronic sound, symbol, or process attached to or logically associated with a contract. This definition is inclusive such that emojis fall within this definition, particularly where the purpose of the parties is met.

U.S. courts have begun to treat emojis as either electronic signatures or acquiescence in some commercial disputes. Despite this, emojis are not yet universally accepted in every part. Courts usually have focused on the emoji alone, rather than the communication as a whole. The use of emojis in various contracts suggests that emojis are becoming a more mainstream communication in a professional setting.

However, it is important to keep in mind that even though UETA¹⁷ and E-SIGN¹⁸ help clarify what constitutes a digital signature, there is no clear idea yet on whether or not emoji, especially those that are ambiguous or informal, can be accepted as a valid form of contract acceptance. Some jurisdictions may still need a more conventional, formal way of acceptance.

B. THE EUROPEAN UNION: EIDAS AND DIGITAL COMMUNICATION

The European Union designed a legislative framework of electronic identity and trust services by adopting the eIDAS Regulation (Regulation (EU) No 910/2014)¹⁹ in 2016. The legislation is meant to spur the deployment of electronic signatures among EU member states by guaranteeing that electronic communications of any digital signature nature are legally the same as written signatures.

The usage of emojis is not expressly mentioned in the eIDAS Regulation²⁰ but the general requirements for electronic signatures can be used as a guide as to how such digital expressions

¹⁴ ELECTRONIC, *supra* note 10.

¹⁵ UNIFORM, *supra* note 9.

¹⁶ Uniform Electronic Transactions Act, § 2(8) (Nat'l Conf. of Comm'rs on Unif. State Laws), 1999.

¹⁷ UNIFORM, *supra* note 9.

¹⁸ ELECTRONIC, *supra* note 10.

¹⁹ Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, 2014 O.J. (L 257) 73.

²⁰ *Id.* at 18.

can be treated under the EU law. As per eIDAS Article 26,²¹ an “electronic signature” shall mean any electronic data that the signatory uses to sign and which is logically associated with other electronic data. This broad definition means that emojis might be considered to fulfil the intent or function of electronic signatures when they are used to show consent or purpose.

Even with this vast framework, there is almost no European case law related to emojis in contract law. Moving forward, emojis may increasingly count as valid agreement for this reason; however, particularly if they are apparent from the context, electronic signatures are increasingly integrated as standard European jurisprudence. However, emojis can be confusing, especially when used in cards or other non-professional discussions.

C. INDIA: LEGAL RECOGNITION OF ELECTRONIC COMMUNICATION AND EMOJIS

The Information Technology Act²² of 2000 (IT Act) have acknowledged the digital signatures and electronic records in India. Section 10A of the IT Act²³ mentions that the agreements made by electronic communication are valid in court if they meet the three areas of a contract, i.e., offer, acceptance and consideration. However, the Act does not expressly cover emojis or other digital expressions.

FZE Ltd. v. Vedanta Aluminium Ltd.²⁴ that the email communications can legally bind parties even if a paper signature is absent. This ruling supports the notion that casual texts or any other form of digital communication can have legally binding responsibilities.

If parties are using emojis consistently and expressly, and the court is willing to take this into account when forming a legally enforceable agreement, a precedent can be set that electronic communications using emojis can be accepted as valid consent.

As digital communication in India becomes more common, there is a need to change the legal framework to accommodate emojis and other nonverbal forms of digital expression. With the passing of the younger generation, who are more accustomed to using emojis, courts may in the future have to contemplate how to apply such statements in a contractual context.

²¹ Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, Article 26, 2014 O.J. (L 257) 73.

²² Information Technology Act, 2000, No. 21, Acts of Parliament, 2000 (India).

²³ Information Technology Act, 2000, § 10A, No. 21, Acts of Parliament, 2000 (India).

²⁴ Trimex International FZE Ltd. v. Vedanta Aluminium Ltd., (2010) 3 SCC 1.

IV. INTERPRETATION CHALLENGES: CONTEXT IS KING

One of the biggest obstacles to how emojis can be recognised as legally binding is their ambiguity. The same emoji can have many meanings depending on the situation, the participants' connection, and their cultural background. In some regions of the Middle East, a thumbs up could be considered impolite or contemptuous, where in North America, it would mean an agreement.

Some emojis fall under the ambiguous category. A winking face after making an offer could mean there is humour instead of acceptance. Thus, it becomes imperative that courts consider how emoji can be used, as well as the surrounding text, the timing of the message, as well as prior interactions between the parties when confronted with emoji.

Would a Party A text to send Party B a fire emoji following the text of “Let's do the deal for \$10,000” indicate agreement or excitement? Inferring binding consent is also unlikely where a lack of clear language may fall short of the courts.

As an intrinsic ambiguity, the emojis do pose serious interpretive difficulty when used in the matter of contract law. Unlike words or official written signatures, emojis have different interpretations according to situation, the parties themselves and their cultural background, as well as past relationship history. A thumbs up emoji might indicate acceptance in one circumstance, but in another, be dismissive of or mocking of the person giving the thumbs up. Courts, therefore, must carefully consider the timing and all historical situations of digital communications, especially the historical exchanges between the parties, previous messages and previous types of communications. Such issues must be known to businesses and legal professionals, and they must take measures to make their digital communication clearer. Thanks to emojis, there is a risk of missing the meaning, and, without obvious contextual indications, things may go awry, and we may be taken to task or into dispute for something other than what we intend. However, having an understanding that emojis are context-dependent when it comes to deducing whether the emojis constitute a legitimate form of offer and acceptance is vital in determining if emojis constitute proper offer and acceptance in the law of contract. As digital communication continues to advance, courts will need to develop sophisticated strategies to create clarity in commercial exchanges while not losing out on the creation of these relationships that recognise the fluidity of contemporary relationships.

V. DOCTRINAL AND THEORETICAL IMPLICATIONS

Legal formalists view legal binding agreements as precise, and they should be precise (when they are). Various terms are more formal, specific and, above all else, clear, which, in the opinion of this viewpoint, are required to establish a legal obligation, but this is not the case with emojis.

‘However, legal realists proposed that changes in society have to adapt to law itself. Already, courts are accepting emojis if they are used in a way that commonly carries the meaning of agreement in particular situations.’²⁵

Common law jurisdictions that share the “objective theory of contracts” will look to determine if a reasonable person would understand a communication as an offer or acceptance of an offer. Similarly, when parties use emojis to effectively communicate that they agree, as is the case in the South West Terminal.

²⁶Additionally, course of dealing and usage of trade are acknowledged under the contract law as provided by the Uniform Commercial Code. If emojis are used in a company on a large scale a particular vertical (such as media, technology or entertainment), they may carry a greater contractual significance.

VI. PRACTICAL CONSIDERATIONS FOR BUSINESSES AND INDIVIDUALS

To prevent confusion, businesses should set digital communication standards that are clear to state whether emoticons are accepted or not in formal discussions. The key reason why many businesses still need to make use of written contracts, which will be signed by authorised staff, is the fact that informal messages do not hold the binding nature that has been disclaimed.

Yet, in the informal and quick communication world today, it is easier said than done. ‘Currently, more than 61 per cent of professionals use emojis in their jobs, and almost 78 per cent of them believe that emojis bring improvements in communication at work. This was reflected in a 2022 Adobe survey.’²⁷ Apart from marking rapport, Emojis are also widely used in the fields of mobile technology, advertising, and media to confirm or accept something.

Examples from real life abound. In a 2019 famous dispute between a freelancer and a startup, the designer claimed that a producer of her logo cost estimate's heart emoji was a sort of approval. The case was never tried, but because of the attention it highlighted problems with possible misconceptions, the company made revisions to its internal policies.

In another case, a checkmark emoji was used by an operations manager of a food delivery service to verify a pricing agreement with a nearby vendor. This was a major part of the issue that

²⁵ Eric Goldman, *Emojis and the Law*, 93 Wash. L. Rev., 1227 (2018), <https://cyber.jotwell.com/the-letter-emoji-of-the-law/>.

²⁶ SOUTH, *supra* note 2.

²⁷ Adobe Inc., *Future of Creativity: 2022 Global Emoji Trend Report* (Sept. 14, 2022), https://www.adobe.com/content/dam/cc/hk_en/newsroom/pdf/2022/Adobe_Future_of_Creativity_Global_Emoji_Trend_Report_Reveals_Emoji_Users_are_Happier_than_Ever_HK_EN_20220915.pdf.

progressed from mere communication using emoji to a suitable point to legal mediation when the vendor later claimed payment from the company, as there was no written contract, which the company did not agree to.

According to statistics, more and more business communication involves emojis. A 2023 Slack Workforce Communication Report noted that ‘70 per cent of workers ages 18 to 35 use emojis in the course of their work-related communications daily. To them, 58 per cent agreed that at least one of them was muddled by (often humorous) nonverbal communication (emoticons), and 64 per cent believed the use of emoticons contributed to clarity in some digital conversations.’²⁸ These figures show that emojis have an interesting double twist in professional settings; they help you announce communication, but they have interpretation difficulty as well.

Given that examples such as these have occurred, people who are talking about contracts should know that emojis are just not acceptable. In some situations, they become effective, and courts are more inclined to make contextual interpretations.

Clear documentation is still the best form of protection. Explicit written confirmation, should always follow an emoji-based interaction. The company can also consider devising standardized templates for digital acceptance and educating staff about what can go wrong if an emoji is used in business communications.

VII. FUTURE DIRECTIONS: TECHNOLOGY AND LEGAL ADAPTATION

As technology changes the communication landscape, technology will have even more influence on contract law. As technology advances, the courts can likely rely on advanced technology such as Artificial Intelligence (AI) and machine learning (ML) to assist in understanding the meaning of any digital expression, such as emojis, in the future of legal interpretation. These technologies would have the ability to analyse large amounts of communication data, such as emojis, to spin out context-based insights that human judges would likely miss. For instance, for example, AI could discern whether an emoji had been used in a high seriousness or a light-hearted situation utilizing looking at the time, pitch and pattern of an emoji’s use by way of previous conversations between people. Moreover, the development of future blockchain and smart contracts could bring unparalleled simplicity not only in verifying the original form of a text message but also in verifying every single emoji that accompanies it. This would be the creation of a digital ecosystem that is where legal contracts are more flexible, instantaneous, and traceable. In the meantime, the legal

²⁸ Slack Technologies, *The State of Work 2023* (2023), <https://slack.com/intl/en-in/resources/why-use-slack/the-state-of-work-2023>.

system needs to come to a balance of contemporary digital behaviour and previously applied juridical concepts. Legislators, legal scholars, and practitioners must continue to be receptive to investigating these developing instruments so that, as communication and agreement formalisation meet technological improvements, so too will the law change.

VIII. CONCLUSION

A time when digital communication is on the rise, companies are drawing new and legitimate limits of contract law. Just a generation ago, emojis were viewed as whimsical, but now they can serve as a very serious calling card for legal purposes.

That said, however, emojis aren't accepted as often regarding granting contract approval. Past interactions and background, which are also the general communication between the participants, all play a great role. Many jurisdictions have different levels of approval for these symbols to be legally binding, and some interpretation still needs to be worked out, despite cultural and contextual differences. But the trend is becoming clear: courts will increasingly be facing more and more emojis to contend with in contract disputes, as digital contact continues to take precedence over personal, and it constitutes an even more significant share of professional activity. Hence, lawyers have to be vigilant and alive. At the same time, it will be critical to communicate clearly, document intent and comprehension of how symbols can be interpreted in different situations.

In the end, emojis are not only decorative pictures, but part of a structured semiotic system where, in certain cases, the legal risks may be important. As technology is incorporated into human contact, contract law must evolve in equal measure as it slowly finds its way between creating more innovative processes and justice, fairness and clarity for the enforcement of law.

BIBLIOGRAPHY

1. South West Terminal Ltd. v. Achter Land & Cattle Ltd., 2023 SKKB 116
2. Dahan v. Shakaroff, Israeli Small Claims Court, 2017
3. Trimex International FZE Ltd. v. Vedanta Aluminium Ltd., (2010) 3 SCC 1
4. Uniform Electronic Transactions Act (UETA), USA
5. Electronic Signatures in Global and National Commerce (E-SIGN) Act, 15 U.S.C. ch. 96
6. The Information Technology Act, 2000 (India)
7. Regulation (EU) No 910/2014 (eIDAS Regulation)
8. Lightstone Group v. Zinntex, NY Sup Ct, Unreported Settlement
9. Eric Goldman, "Emojis and the Law," Santa Clara Univ. School of Law, 2020

10. Adobe Emoji Trend Report, 2022
11. Slack Workforce Communication Report, 2020