FROM THE IUSTORIA BLOG

“I Have a Screenshot.” When Messages and Emails Hold Up in Court

> *A screenshot is evidence like any other, but the weakest form a message can take. How to preserve a chat, when to bring in a notary and what to do when the other side says “I never wrote that”.*

IUSTORIA TEAM

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These days, clients bring fewer papers and more screenshots to their first meeting with us about a dispute. Dozens of cropped messages from WhatsApp, Messenger and SMS. “I have a screenshot” sounds like certainty, but it is not. All it takes is for the other side to say in court “I never wrote that” or “that's taken out of context”, and the screenshot the whole case rested on becomes disputed itself.

Courts do not reject screenshots. But a screenshot is the weakest form a message can take. That is why it pays to know how courts deal with electronic communication, who has to prove what when the other side disputes it, and how to preserve messages and emails so that they hold up in a dispute.

Is a screenshot evidence at all?

Yes. The Czech Code of Civil Procedure has no closed list of evidence. Anything that can establish the facts may serve as evidence; the law gives witnesses, expert reports, documents and inspection as examples, and where the way of taking a piece of evidence is not prescribed, the court decides it (Section 125 of the Code of Civil Procedure). In practice, a printed email or a screenshot of a conversation is taken as documentary evidence: the court reads it out or states its content (Section 129(1)). The court can inspect a phone or computer containing the messages (Section 130).

Apart from public documents, which we come to in the section on notaries, no piece of evidence carries more weight in advance than any other. The court evaluates the evidence at its own discretion, each piece individually and all of it taken together, and takes into account everything that has come to light in the proceedings (Section 132). So a screenshot can decide a case if other evidence backs it up. A lone screenshot that the other side denies carries little weight.

How the court assessed a screenshot is a question of fact, not of law. In its judgment of 16 April 2018, file no. 23 Cdo 4931/2017, the Supreme Court refused to deal with the objection that a “printscreen” has no evidential value, because the objection was aimed at the findings of fact, by which the court hearing an appeal on a point of law (*dovolání*) is bound. Similarly, in its order of 27 January 2026, file no. 28 Cdo 3163/2025, it stated that criticism of how the evidence was assessed, including electronic communication between the parties, does not make an appeal on a point of law admissible (paragraph 12). Whether the court believes the messages is therefore decided at first instance and, at most, on appeal. An appeal on a point of law will not usually put it right.

When the other side says “I never wrote that”

This is where disputes over messages usually turn. The Czech Civil Code provides that a party relying on a private document must prove that it is authentic and accurate (Section 565). For a document that is not signed, which is how emails and app messages are mostly treated as well, the law states expressly that whoever has used it must prove that it comes from the person it is claimed to come from (Section 566(1)).

With business correspondence, however, the law helps the party relying on it. Documents relating to legal facts that arise in the ordinary course of running a business are presumed to prove what they contain and to have been issued at the time stated on them, even if they are not signed; this applies where the other party relies on them to

its own advantage (Section 566(2)). A company that denies the content of such an email therefore has to prove the contrary itself.

The Supreme Court distinguishes here between the authenticity of a document, meaning who it comes from and whether it has been altered, and the truth of its content. Authenticity must be proven by the party deriving favourable consequences from the document; the Supreme Court restated this in the order 28 Cdo 3163/2025 mentioned above, which concerned, among other things, email correspondence whose authenticity the defendant had disputed (paragraphs 4 and 12). For an authentic message, it is proven that the sender wrote it; whether what it says is true, the court assesses together with the other evidence.

In practice, this means that if you bring a screenshot and the other side says it never wrote the message or that the message has been altered, it is up to you to show more. What usually helps:

- **The original on the device.** The phone or computer on which the conversation still exists. The court can inspect it and see the messages in context, with the sender's number and the times.
- **The whole conversation, not a cut-out.** An export of the entire thread shows what the message was replying to and what came next. A single cropped sentence invites the objection that it has been taken out of context.
- **Traces outside the conversation.** A payment that arrived after the message, an invoice the message mentions, a meeting that then took place. The other side will then struggle to explain why it acted on a message it "never wrote".
- **A second recipient or a witness.** A group chat, an email with someone in copy, a colleague who saw the message as soon as it arrived.
- **An expert.** For crucial messages that are flatly denied, authenticity can be verified by an expert examination of the devices or files. You can also commission an expert report yourself; if it meets the statutory requirements, the court takes it as evidence in the same way as a report it ordered itself (Section 127a).

Do not edit anything. Not even "just" blacking out an irrelevant message, cropping, changing the order of messages or correcting a typo. Once the other side produces the same conversation in its original form and the court sees the difference, you lose more than one piece of evidence: the court starts to doubt everything you put before it. If you want to keep something out, such as third parties' details, say so openly and have the original ready. Anyone who submits to a court evidence of material importance for the decision, knowing that it has been altered and intending it to be used as genuine, or who alters it with that intention, can also be punished for obstruction of justice with up to two years' imprisonment (Section 347a(1) of the Czech Criminal Code).

How to preserve messages and emails so that they hold up

The best time to secure evidence is when the relationship starts to go wrong, not when the statement of claim arrives. We recommend the following steps:

1. **Delete nothing and do not replace your phone without a backup.** Leave the conversation on the device on which it was created. Back up your messages before replacing or repairing your phone.

2. **Export the whole thread.** WhatsApp and other apps let you export a conversation, WhatsApp with or without attachments. Store the file off the phone, do not alter it in any way and check that it contains the conversation from the beginning. The export shows the context, but only the original on the phone proves that a message is authentic, so do not delete it even after exporting.
3. **Take screenshots that show who is writing.** Besides the messages themselves, capture the contact details with the phone number or account, and make sure the screenshots show dates and times. A screenshot with the name "Pete builder" and no number is easy for the other side to dismiss.
4. **Save emails as files, not just as printouts.** A message saved in its original format also carries the technical header with details of the sender, the servers and the time. A printout is fine for the file; the original is what you need in a dispute over authenticity.
5. **Save voice messages, photos and videos as files.** Make a transcript of a voice message, but give the court the recording as well. Recordings of phone calls and meetings are subject to special rules, which we describe in the article Secret Recordings in Court: When They Hold Up and When They Backfire.
6. **Note down when and how you secured the evidence.** A note such as "5 March: chat exported from phone XY, saved to drive" is enough.

Secure only what you have lawful access to: messages you received or sent yourself, and accounts that are yours. Do not go into someone else's phone or email. Overcoming the security of someone else's phone or account to gain access to its content may be a criminal offence (Section 230(1) of the Criminal Code), and unauthorised use of data stored on someone else's device may also be a criminal offence, even if the device was not secured (Section 230(2)(a) of the Criminal Code). Evidence of that kind is more likely to complicate the dispute.

What else to bring along when you come to a lawyer with your messages is summarised in the article What to Bring to Your First Meeting with a Lawyer.

Evidence must also be identified to the court in time (Section 120(1) of the Code of Civil Procedure); after the end of the preparatory hearing or, if there was none, the first hearing, the court will as a rule disregard new evidence (Section 118b(1)). More on this in the article Witnesses in Court: How to Call and Prepare Them.

When a notarial deed is worth it

A notary also certifies a state of affairs where it may serve to prove claims in court proceedings and the notary has verified it personally (Section 79(2) of the Czech Notarial Code). In practice, this means having the notary record what is on your phone's screen, in your email inbox or on a web page at a given moment. A court bailiff (*soudní exekutor*) can draw up the same kind of record (Section 77 of the Czech Enforcement Code). The Code of Civil Procedure recognises such a record as a way of preserving evidence (Section 78a).

The advantage lies in the strength of the evidence. A notarial deed (*notářský zápis*) is a public document (Section 6(1) of the Notarial Code), and so is a bailiff's record (Section 79(2) of the Enforcement Code). A public document confirms the truth of what it certifies unless the contrary is proven (Section 134 of the Code of Civil

Procedure). The other side can then no longer get by with saying “that picture has been edited”; it has to prove the opposite of what the notary certified.

You do need to know the limit, though. The notary certifies what they saw: that the phone contains a message with a particular text, number and time. The notary does not certify that the message was really written by the person the number belongs to. The dispute over authorship is therefore only partly resolved.

A notarial deed makes sense mainly when:

- there is a risk that the content will disappear (a social media post, a web page, a message the sender can delete),
- it is key evidence in a dispute over a larger sum,
- you expect the other side to deny authenticity.

How to deal with posts and reviews on the internet is described in the article Someone Is Lying About You Online: What to Do First.

If there is a risk that the evidence will later be impossible or very difficult to take, you can ask the court, even before filing a claim, to preserve it itself (Section 78(1) of the Code of Civil Procedure).

What if the other side deletes a message

A message deleted on the sender's phone usually remains on the recipient's phone. Some apps, however, allow the sender to delete a message on your side too, and a phone can get lost or broken. So back up straight away, not just before the hearing.

If a message has already been lost, that is not the end of it. The court can order whoever holds a document needed as evidence to produce it (Section 129(2) of the Code of Civil Procedure), and whoever holds a necessary object to produce it for inspection (Section 130(1)). You can therefore also ask for the other side to be ordered to produce its correspondence or its phone. If the other side fails to comply with the court's order and thereby seriously obstructs the proceedings, the presiding judge can impose a procedural fine of up to CZK 50,000 (Section 53(1)). The content of a message can also be confirmed by people who saw it, or shown by follow-up correspondence (“as I wrote to you yesterday...”).

What a message can prove and what it cannot

Even an authentic message proves only what it actually says. The Supreme Court judgment of 30 June 2026, file no. 33 Cdo 1233/2026, illustrates this well. After a meeting, the plaintiff company sent the other company an email with a summary which said that the disputed invoice would be paid, and asked for confirmation by email. After repeated reminders, the managing director of the defendant company replied late in the evening via WhatsApp that the meeting had gone as described, while again asking for the missing documents. The appellate court regarded this as an acknowledgment of debt.

The Supreme Court set aside the judgment in that part. It stressed that the defendant had doubts about the claim both before and after the meeting, did not reply in the form requested and responded via an app that the court described as used mainly for informal communication. In its view, an intention to acknowledge the debt could not be inferred from the circumstances established (paragraph 40). It left open whether a message in an app satisfies the written form that an acknowledgment of debt requires at all (paragraph 31).

If you want a message to confirm something, say it expressly and ask for an equally express reply: “I confirm that I owe you CZK 84,000 for invoice no. 12 and will pay it by 30 November.” A short “ok” or a thumbs-up proves much less than it seems. Where the law requires written form, for example for an acknowledgment of debt with the effects under Section 2053 of the Civil Code, a signed document is safer; we explain why in the article “An Oral Contract Isn't Binding.” What the Law Actually Says and in our guide to acknowledgments of debt (in Czech).

As soon as a dispute begins, export the whole conversation including attachments, store it off the phone and also capture the contact details with the number. Do not delete the original on the phone.
If there is a risk that a key message or post will disappear, or you expect the other side to deny it, have its current state certified in a notarial deed.
Whatever a message is meant to prove, state it expressly: the amount, the reason, the deadline. And ask for a reply that makes the agreement clear even to someone who was not there.

At a glance

Question	Answer	Provision
Can a screenshot be evidence	Yes, anything that can establish the facts is evidence	Section 125, Code of Civil Procedure
How much weight it carries	The court evaluates it at its own discretion together with the other evidence	Section 132, Code of Civil Procedure
Who proves that a message is authentic	The party relying on it; for an unsigned document, that party must prove who it comes from	Sections 565 and 566(1), Civil Code
Business correspondence	Presumed to prove its content even without a signature, where the other party relies on it	Section 566(2), Civil Code
What a notarial deed gives you	A public document; the court proceeds from it unless the contrary is proven	Sections 79(2) and 6, Notarial Code; Section 134, Code of Civil Procedure
Preserving evidence before filing a claim	By the court on application, if there is a risk the evidence cannot be taken later; otherwise by a notarial deed or a bailiff's record	Sections 78(1) and 78a, Code of Civil Procedure
Only the other side has the message	The court can order it to produce the document or device	Sections 129(2) and 130(1), Code of Civil Procedure
Accessing someone else's phone or account	Overcoming security and unauthorised use of data may be a criminal offence	Section 230, Criminal Code

Is your dispute built on messages and emails, and you are not sure they will hold up? We will go through with you what the conversation can prove, how to secure it before it disappears, and when a notary or an expert is worth it. We handle disputes as part of our dispute resolution practice. Get in touch.

Conclusion

Electronic communication is now often the main evidence in disputes, and courts work with it routinely. What matters, though, is the form in which you present it. A cropped screenshot without a number or date is easy to challenge. The whole conversation on the original device, an export, the payments that followed and, where appropriate, a notarial deed make up evidence that the other side cannot easily brush aside.

So secure your evidence before the dispute is in full swing, and write messages that are meant to confirm something so that even a judge who was not there will understand them.

Sources

- Act No. 99/1963 Coll., the Code of Civil Procedure, Sections 53, 78, 78a, 118b, 120, 125, 127a, 129, 130, 132 and 134 (as in force on 1 November 2026).
- Act No. 89/2012 Coll., the Civil Code, Sections 565, 566 and 2053.
- Act No. 358/1992 Coll., the Notarial Code, Sections 6 and 79.
- Act No. 120/2001 Coll., the Enforcement Code, Sections 77 and 79.
- Act No. 40/2009 Coll., the Criminal Code, Sections 230 and 347a.
- Supreme Court judgment of 16 April 2018, file no. 23 Cdo 4931/2017.
- Supreme Court order of 27 January 2026, file no. 28 Cdo 3163/2025.
- Supreme Court judgment of 30 June 2026, file no. 33 Cdo 1233/2026.

This article is for information only and does not constitute legal advice. It describes the law as at the date of publication; how much weight a court gives to a particular message or screenshot always depends on the other evidence and the circumstances of the case.

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