

Option of Fraud in Virtual Transactions and Its Comparison with Non-Virtual Transactions from the Perspective of Islamic Jurisprudence and Statutory Law

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1. Round 1

1.1. Reviewer 1

Reviewer:

The statement “the issue of ‘fraud’ arises” is vague. Specify whether the fraud is doctrinally distinct in virtual settings or whether its legal consequences differ.

Consider clarifying the contradiction between stating that there are “ten types” of options and subsequently mentioning that “some are also mentioned elsewhere.” A tabular summary of the ten main and additional options would enhance clarity.

The section omits significant contemporary Islamic legal scholars who have written about electronic transactions (e.g., Ayatollah Sistani, Ayatollah Makarem Shirazi). Including recent ijthad-based views would strengthen relevance.

Many jurisprudential sources cited (e.g., Allama Hilli, Najafi) are pre-modern. While foundational, the lack of engagement with recent legal scholarship limits the article’s contemporary relevance.

These terms are transliterated but not clearly translated. Consider providing footnotes or glossary definitions for non-Arabic readers.

The phrase is used without elaboration. Please explain how public order considerations affect the enforceability of fraud clauses in Islamic or civil law.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The use of both "explicit" and "implicit" forfeiture lacks citation and clear grounding in either statutory law or *usul al-fiqh*. Consider citing codified laws or recognized principles that support this classification.

The title suggests a comparative analysis, but no structured comparison table or framework is provided. Please include a comparative matrix (e.g., legal consequences, delivery mechanism, risk transfer, remedy) for virtual vs. non-virtual contracts.

You reference Article 39, but do not explain how it interacts with Civil Code Article 420 on immediacy of the fraud option. A more detailed comparison would help bridge these legal frameworks.

Jurisprudential sources (e.g., Katouzian, Najafi) are inconsistently cited, sometimes without page numbers or publication year. Adopting a uniform citation style (e.g., Bluebook, Chicago, or OSCOLA) is recommended.

Virtual transactions often involve transnational parties. The article would benefit from addressing issues like applicable law, jurisdiction, and conflict of laws, even if briefly.

While the paper refers to *fiqh* texts, it does not cite any *taqirrat* or institutional fatwas on fraud in e-commerce. These could offer authoritative modern positions.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.