

The Scope of Will in Determining the Governing Law of Electronic Contracts

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1. Round 1

1.1. Reviewer 1

Reviewer:

In the Introduction, the sentence “The formal structure and technical characteristics of the electronic environment have led to profound transformations in various aspects of contract law” is too general. Please specify which doctrinal areas of contract law have been transformed (e.g., offer–acceptance theory, proof of consent, jurisdiction, conflict of laws) and explain the precise legal implications of each.

The claim that “the overwhelming majority of jurists” support autonomy of will is presented without identifying competing schools of thought. The paper should briefly address dissenting views within Islamic jurisprudence to demonstrate analytical depth and scholarly balance.

The discussion conflates the concepts of “distance contracts” and “instantaneous contracts.” The authors should clarify whether their classification is temporal, procedural, or doctrinal.

The manuscript states that electronic contracts generally require no formalities, but later acknowledges statutory exceptions. This section should explicitly distinguish the general principle from its exceptions.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

In The Concept of Will, the explanation that will sometimes refers to both intent and consent and sometimes only to declaratory intention introduces ambiguity. A structured distinction between qasd (intent) and rida (consent), possibly in a conceptual model, would improve clarity.

The discussion of 'aqd relies heavily on lexicographical and classical sources. While valuable, this section should incorporate modern doctrinal analysis and positive law interpretation, especially in relation to Article 183 of the Civil Code.

The manuscript alternates between treating 'aqd as narrower than qarādād and later claiming no meaningful distinction exists. This conceptual tension should be resolved with a clear and consistent doctrinal position.

Although the article notes the absence of a comprehensive definition of electronic contracts in legal sources, it does not propose one. The authors should synthesize their discussion into a working definition suitable for doctrinal and practical application.

The assertion that online contracts are predominantly adhesion contracts would benefit from empirical data or comparative legal examples. Without this support, the claim remains insufficiently grounded.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.