

Comparative Analysis of the Validity and Invalidity of Smart Contracts in Imami Jurisprudence, Iranian Law, and the Principles of European Contract Law

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1. Round 1

1.1. Reviewer 1

Reviewer:

In the sentence “Smart contracts...are agreements that are executed automatically and without the need for an intermediary,” the manuscript conflates *technical automation* with *legal enforceability*. You should revise this sentence to distinguish between *code-based execution* and *legal recognition*, and clarify that automatic execution does not necessarily imply enforceability under positive law.

The paragraph beginning “Despite the significant advantages of smart contracts...” raises the research question but does not operationalize key variables such as “validity” and “invalidity.” You should define these concepts in a doctrinal sense (e.g., void, voidable, unenforceable) and indicate how they are assessed across the three systems to avoid conceptual ambiguity.

In the paragraph describing the selection of legal systems, the justification for including the Principles of European Contract Law is somewhat underdeveloped. The sentence “can also provide a model for adapting...” should be expanded to explain why PECL, as a soft-law instrument, is methodologically comparable to a religious jurisprudential system and a national legal system.

Within the Literature Review section, the categorization into “jurisprudential,” “comparative,” and “European law” studies is useful but lacks synthesis. The section reads descriptively rather than analytically. You should add a concluding paragraph that critically compares these strands and identifies *specific doctrinal inconsistencies* or unresolved debates in the literature.

The discussion of the Principles of European Contract Law emphasizes party autonomy but overlooks limitations such as mandatory rules and consumer protection directives. The sentence “minimalist approach” should be balanced with these constraints.

In section 6.1.1, the claim that non-specialist parties may not understand code is important but underdeveloped. You should connect this issue to doctrines of informational asymmetry and possibly unconscionability or unfair terms.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

In subsection 2.1, the sentence “the legitimacy of smart contracts can be established under unnamed contracts” requires deeper jurisprudential justification. You should explicitly link this conclusion to recognized fiqh doctrines (e.g., *al-‘uqud taba’ al-qusur*) and explain how smart contracts fit within the taxonomy of *‘uqud ghayr musamma*.

The “Research gap” paragraph claims novelty but does not sufficiently demonstrate it. The assertion that “no study has yet simultaneously examined...” should be supported either by a systematic review methodology or at least a clearer explanation of the search strategy and exclusion criteria.

In the Methodology section, the phrase “authoritative sources...published in the last five years” introduces a temporal limitation without justification. You should explain why this timeframe is appropriate, especially given that foundational jurisprudential texts are much older.

The statement “This study employs a functional comparative model” is methodologically significant but insufficiently explained. You should elaborate on the functional method (e.g., Zweigert & Kötz framework), including how functional equivalence is identified across systems with different epistemological bases.

In subsection 4.1, the definition of smart contracts relies heavily on Nick Szabo, but the manuscript does not critically engage with alternative definitions (e.g., legal-smart contracts vs. code-only constructs). You should include competing definitions and clarify which one your analysis adopts.

The distinction between “internal” and “external” models of smart contracts is introduced but not utilized in later analysis. You should either integrate this distinction into the validity discussion (e.g., how each model affects consent or subject matter) or remove it to maintain conceptual coherence.

In subsection 4.2.2, the claim that immutability “increases the parties’ trust” is asserted without empirical or theoretical support. You should either cite behavioral or economic literature on trust in decentralized systems or qualify the statement to avoid overgeneralization.

The paragraph explaining the Ethereum mechanism introduces Ethereum without linking it back to legal analysis. You should clarify why this technical detail is relevant—for example, how gas fees or execution logic impact contractual performance or remedies.

In subsection 5.1.1, the discussion of intention and consent in Imami jurisprudence is insightful but incomplete. The sentence “clicking on options...can be regarded as indicating intention” should be critically examined in light of *intent* vs. *declaration* debates in Islamic jurisprudence.

The analysis of legal capacity in smart contracts (5.1.2) identifies a problem but offers only technical solutions (e.g., authentication). You should expand this section to include legal doctrines of capacity and discuss whether technological solutions are normatively sufficient or merely evidentiary tools.

In the Iranian law section, the reliance on Article 10 of the Civil Code is appropriate, but the manuscript does not engage with judicial practice. You should include case law or doctrinal commentary to demonstrate how courts interpret this provision in digital contexts.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.