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A Jurisprudential and Legal Examination of Electronic Contracts in Cyberspace: Capacities and Challenges from the Perspective of Imami Jurisprudence and Iranian Law

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Abstract
The increasing spread of new communication technologies and the digital economy has shifted the conclusion of contracts from traditional and face-to-face platforms to electronic platforms. Electronic contracts, one of the most important achievements of the digital age, although they have provided unique opportunities in facilitating transactions, reducing costs and expanding interactions, have created new challenges in the areas of concluding, proving, implementing and protecting the rights of the parties. The fundamental question is, with what capacities and tools can the Islamic legal system and Imami jurisprudence review and update the rules governing contracts in the face of cyberspace, and what are the appropriate legal and jurisprudential solutions to ensure the legitimacy, validity and efficiency of electronic contracts? The present study has explained the jurisprudential foundations of the legitimacy of electronic contracts, the conditions for their validity from the perspective of Imami jurisprudence, the challenges facing this type of contract and the legal and jurisprudential solutions to resolve them. The findings of the research show that the general principles governing contracts in Imami jurisprudence, including the principle of freedom of contracts, the principle of necessity, the rule of no harm, the rule of hardship and hardship, and the rule of negation of gharr, have a significant capacity to adapt to new methods of concluding contracts in cyberspace, and what can be called the impact of information technology on transactions is a change in examples, not a change in fundamental principles and rules. However, challenges such as establishing the intention and consent of the contracting parties, the validity of electronic signatures, determining the governing law and jurisdiction, consumer protection, and the flow of options in electronic contracts require jurisprudential rereading and the establishment of appropriate regulations. Finally, the article offers suggestions for amending the e-commerce law and developing a judicial procedure based on dynamic ijtihad.

Keywords: : Electronic contract, Imami jurisprudence, digital economy, conditions for contract validity, electronic signature.

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1. Introduction

Contemporary humanity lives in the age of the digital revolution and the information economy; an age in which the traditional concepts of place, time, presence, and ownership have undergone profound transformations. The internet and new communication technologies have not only transformed the way of life and social interactions but have also confronted the legal system, and particularly contract law, with unprecedented challenges and opportunities (Safaei and Emami, 1398, p. 15). Electronic contracts, which are recognized as the most important pillar of electronic commerce, today account for a huge volume of domestic and international exchanges, and this trend is predicted to continue with increasing acceleration (Sadeghi, 1395, p. 23).

From a historical perspective, contract law in various legal systems, including the Iranian legal system which is based on Imami jurisprudence, has been codified on the basis of principles and rules that were primarily concerned with traditional and face-to-face contracts (Katouzian, 1384, p. 12). However, cyberspace, with its specific characteristics including the absence of physical presence of the parties, high speed of conclusion, possibility of forgery and denial, complexity in verifying identity and signature, and transnational challenges, has made the necessity of reviewing many of these rules unavoidable. In this regard, numerous questions arise: Is a contract concluded in cyberspace through the exchange of electronic data valid and effective from the perspective of Imami jurisprudence and Iranian law? What are the conditions for the validity of such contracts? How can the intention and consent of the parties be verified in the absence of face-to-face communication? Is an electronic signature considered a substitute for a handwritten signature? How do options (Khiyarat) and rules of rescission apply in electronic contracts? And finally, what capacities does the Islamic legal system have to respond to these new challenges?

Answering these questions is of great importance both theoretically, for enriching jurisprudential and legal literature, and practically, for facilitating trade, protecting the rights of the parties, and developing the digital economy in Islamic countries. Imami jurisprudence, as one of the richest and most dynamic schools of jurisprudence, due to its possession of tools such as dynamic ijtihad, efficient jurisprudential rules (such as the rule of no harm, the rule of hardship and constriction, the rule of negation of uncertainty, the rule of dominance, and the principle of freedom of contracts), and a maqasid-oriented approach, has considerable capacity to adapt to the requirements of time and place and to respond to emerging issues including electronic contracts (Khomeini, 1378, vol. 2, p. 609; Muhaqqiq Damad, 1389, p. 44).

The present research believes that by relying on the general principles and rules governing contracts in Imami jurisprudence, a legal framework for electronic contracts can be drawn that is both faithful to the foundations of the Sharia and responsive to the needs of the contemporary world. In this regard, the article first explains the concept and nature of electronic contracts and the jurisprudential foundations of their legitimacy, then examines the conditions for the validity of such contracts from the perspective of Imami jurisprudence and Iranian law, and subsequently analyzes the most important jurisprudential-legal challenges facing electronic contracts, and finally offers solutions to resolve these challenges and dynamize the legal system.

2. Research Method

The present study was conducted using a descriptive-analytical method and drawing on library, documentary, jurisprudential, legal, and comparative studies. In this method, after collecting relevant data from authoritative sources of Imami jurisprudence, legal books, scientific articles, statutory laws (especially the Electronic Commerce Law enacted in 1382 and the Civil Code), and some international documents, the concepts, foundations, and rules governing electronic contracts are described and explained, then the most important challenges in this area are examined with an analytical-critical approach, and finally, jurisprudential and legal approaches to solving these challenges are presented. The research approach is interdisciplinary and combines knowledge of jurisprudence, private law, commercial law, and information technology.

3. Concepts and Terminology

3-1. Electronic Contract

An electronic contract is an agreement in which the offer and acceptance of the parties are exchanged remotely through international communication networks (such as the internet) and using electronic, audio, and visual tools (Sadeghi, 1395, p. 45). The simplest and most general definition is a contract concluded through electronic devices. These types of contracts are considered the essential pillar of electronic commerce, and their scope ranges from simple internet purchases to complex commercial and financial contracts (Jafari Langarudi, 1392, p. 219).

3-2. Imami Jurisprudence

Imami jurisprudence, or Ja'fari jurisprudence, is one of the main schools of Islamic jurisprudence that relies on four main sources in deriving religious rulings: the Book (Qur'an), the Sunnah (the words, actions, and tacit approvals of the infallibles), consensus (ijma'), and reason ('aql) (Muhaqqiq Damad, 1389, p. 31), and due to the centrality of the principle of ijtihad and its dynamism, it has considerable capacity to respond to emerging issues including electronic contracts.

3-3. Cyberspace

Cyberspace refers to the communication environment resulting from computer networks and the internet, in which the exchange of information, conduct of transactions, conclusion of contracts, and social interactions are possible without the physical presence of the parties (Sadeghi, 1395, p. 32). This space is characterized by features such as timelessness, placelessness, high speed, relative anonymity, and transnationality.

4. Jurisprudential Foundations of the Legitimacy of Electronic Contracts

One of the most important questions in the field of electronic contracts is their legitimacy and religious validity. Does Islam permit the conclusion of contracts through cyberspace and electronic tools? In answer to this question, one must refer to the general principles and rules governing contracts in Islamic jurisprudence.

4-1. The Principle of Freedom of Contracts and Permissibility of Transactions

The Noble Qur'an in numerous verses has emphasized the general principle of the permissibility and legitimacy of transactions and trade. Verse 29 of Surah Al-Nisa': "Do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent" clearly indicates the principle that any type of trade and transaction that is based on the mutual consent and satisfaction of the parties is legitimate and permissible, unless the contrary is proven by specific evidence (Tabatabai, 1390, vol. 4, p. 275). Also, verse 275 of Surah Al-Baqarah: "But Allah has permitted trade and has forbidden interest" explicitly declares trade and transaction to be lawful (Makarem Shirazi, 1387, vol. 2, p. 112). Accordingly, Imami jurists have established the principle of the legitimacy and permissibility of transactions and contracts, and any restriction requires specific evidence. Since the Qur'an considers the conduct of transactions to be beneficial for the parties, individuals, and society, if transactions and the conclusion of contracts are carried out according to religious principles, there is no restriction on their conclusion; even if these types of contracts are electronic and in cyberspace (Ansari, 1420 AH, vol. 3, p. 124).

4-2. General Qur'anic Evidences and Their Extension to Electronic Contracts

Jurists, relying on the general evidences that exist in the Noble Qur'an regarding trade and business, have proven the legitimacy of electronic contracts. These general evidences, which concern the general principles governing transactions, are also extendable to electronic contracts, because in these verses, there is no restriction in terms of the means, method, or platform of concluding the contract (Tabatabai, 1390, vol. 16, p. 166). Electronic commerce, if conducted within the framework of the religious and ethical standards of Islam, will not only be legitimate but also endorsed and encouraged by the religion of Islam (Makarem Shirazi, 1387, vol. 16, p. 391).

4-3. The Principle of Consensuality of Contracts and the Absence of Restriction in the Method of Declaring Will

In Imami jurisprudence and consequently in Iranian law, the principle is that no specific method is prescribed for the conclusion of a contract for declaring will, and the parties can declare their offer and acceptance by any means and through any instrument that indicates their intention and consent (Katouzian, 1384, p. 45). The principle of consensuality of contracts requires that any agreement between the parties that is based on their intention and consent is valid and effective, unless the law or Sharia has determined a specific form or method for it (Muhaqqiq Damad, 1389, p. 97). Given that the legislator has not determined a specific form for electronic contracts, these contracts are free from obstacles in this respect. In the Iranian legal system, despite its reliance on jurisprudential texts, especially in the chapter on contracts, the legislator has not limited the declaration of will to a specific method (Article 191 of the Civil Code).

4-4. The Absence of Substantive Difference between Electronic Contracts and Traditional Contracts

According to jurisprudential research conducted, the rules governing electronic contracts have not created new concepts that require the establishment of specific rules, and what can be called the impact of information technology on transactions is a transformation in instances, and it does not differ much from the provisions of sale and transactions in jurisprudence (Sadeghi, 1395, p. 56). Therefore, the rules governing electronic contracts are in fact a reflection of the rules of concluding transactions in jurisprudence that are adapted to cyberspace and electronic platforms as the context of their performance (Katouzian, 1384, p. 130). This indicates that Imami jurisprudence has the capacity to adapt to modern methods of concluding contracts, such as the exchange of electronic data and digital platforms.

5. Conditions for the Validity of Electronic Contracts in Imami Jurisprudence and Iranian Law

Electronic contracts, like traditional contracts, are valid from a jurisprudential and legal perspective only if the essential conditions for the validity of the contract are fully observed. In Iranian law, Article 190 of the Civil Code lists four essential conditions for the validity of any transaction: 1) the intention and consent of the parties, 2) the capacity of the parties, 3) a specific subject matter that is the object of the transaction, and 4) the legitimate purpose of the transaction. In Imami jurisprudence, these conditions have also been emphasized with slight differences (Muhaqqiq Damad, 1389, p. 98; Katouzian, 1384, p. 90). In this section, we examine each of these conditions in the context of electronic contracts.

5-1. Intention and Consent of the Parties

Intention and consent are the most fundamental pillar of any contract, and without their realization, no contract will be concluded (Article 191 of the Civil Code). In electronic contracts, the main challenge is how to verify the intention and consent of the parties in the absence of face-to-face communication and during the exchange of electronic data. Imami jurisprudence and Iranian law, based on the principle of consensuality of contracts, have by no means limited the declaration of will to specific words or a specific form (Ansari, 1420 AH, vol. 2, p. 256). Any declaration of will that customarily indicates the intention to create a contract is sufficient for the realization of the contract. In electronic contracts, clicking on the "buy," "confirm," or "accept" button, sending an electronic message containing an offer or acceptance, or any other action that is considered a declaration of will in the custom of electronic commerce can play the role of a verbal formula (Sadeghi, 1395, p. 78). However, it should be noted that merely sending a data message without verifying the identity of the sender and without the existence of an appropriate infrastructure for verifying intention cannot be the basis for the validity of a contract. In addition, Article 3 of the Electronic Commerce Law considers any data message valid if it has been created or sent by conventional methods.

5-2. Capacity of the Parties

Capacity means the competence and ability of persons to acquire rights and exercise them (Article 210 of the Civil Code). In Imami jurisprudence, capacity for concluding a contract requires reason, puberty, and maturity (Muhaqqiq Damad, 1389, p. 112). The main challenge in electronic contracts is verifying the capacity of parties who are present in cyberspace anonymously or with fake identities. Does an online seller have sufficient capacity to conclude a contract? Is the buyer not a minor or one lacking maturity? In cyberspace, verifying the identity and capacity of the parties requires specific mechanisms, including verification through a valid electronic signature, digital certificates, and multi-stage authentication processes (Sadeghi, 1395, p. 92). In Iranian law, Article 32 of the Electronic Commerce Law has recognized electronic signatures as valid and has provided mechanisms for verifying the identity of the signatory, which to some extent helps resolve this challenge.

5-3. Specific Subject Matter (The Exchanged Items)

One of the essential conditions for the validity of a contract in Imami jurisprudence and Iranian law is that the subject of the transaction (price and goods) be specific, known, and deliverable (Article 190 of the Civil Code; Ansari, 1420 AH, vol. 3, p. 245). In electronic contracts, sometimes the subject of the transaction is itself a digital good or service that has no physical existence. For example, software, digital music, films, e-books, virtual land in the metaverse, digital currencies, etc., are all instances of subjects of transaction in cyberspace (Sadeghi, 1395, p. 102). The fundamental question is whether such digital property, from the perspective of Imami jurisprudence, has value (maliat) and can be the subject of a transaction. Contemporary jurisprudential research shows that from the perspective of jurisprudential foundations, transactions in cyberspace and digital assets, such as buying virtual land, have customary value because they are the object of the wise's desire and have economic value and lawful benefits (such as education and entertainment) (Muhaqqiq Damad, 1389, p. 125; Naraqi, 1415 AH, p. 456). Imami jurists consider the condition of value to include benefit, exchange of consideration, and typical desire, which is realized in digital property, so the validity of the transaction is unproblematic (Ansari, 1420 AH, vol. 3, p. 267).

5-4. Legitimate Purpose

According to Article 190 of the Civil Code and also Imami jurisprudence, the purpose of the transaction must be legitimate; meaning that the goal and motive of the parties in concluding the contract must not be contrary to Sharia, law, or good morals (Katouzian, 1384, p. 112). In electronic contracts, this condition is fully applicable, and any contract whose subject is unlawful, illegitimate, or contrary to public order and good morals will be void and ineffective. For example, contracts related to the purchase and sale of narcotics, gambling, alcoholic beverages, or the provision of illegal services in cyberspace will be invalid.

6. Jurisprudential-Legal Challenges of Electronic Contracts

Despite the fact that the general principles governing contracts in Imami jurisprudence have the capacity to adapt to electronic contracts, these types of contracts face numerous challenges that require jurisprudential rereading and the enactment of appropriate regulations.

6-1. The Challenge of Verifying Intention and Consent and the Realization of Offer and Acceptance

One of the most important challenges of electronic contracts is how to realize offer and acceptance as the main pillars of concluding a contract. In Imami jurisprudence, for the realization of a contract, offer and acceptance must be such that they reveal the intention and consent of the parties and are customarily considered as the creation of the contract (Ansari, 1420 AH, vol. 2, p. 256; Muhaqqiq Damad, 1389, p. 135). In cyberspace, sometimes offer and acceptance are made through clicking a button, sending an email, exchanging messages on social networks, or even automatically through computer systems (such as smart contracts). The question is whether these methods, especially in cases where there is no direct human communication, can be considered valid offer and acceptance. From the perspective of Imami jurisprudence, what is important in the realization of a contract is the existence of the real intention and consent of the parties, and any declaration of will that customarily indicates this intention is valid (Hurr Amili, 1409 AH, vol. 25, p. 431). Therefore, clicking on the "buy" or "accept" button on a commercial website, if done with observance of conditions and with knowledge of the contract's contents, can be considered valid acceptance. However, the challenge lies in cases where offer and acceptance are made automatically and without direct human intervention, or where the parties lack real intention due to unfamiliarity with the contract's contents (especially long and adhesive contracts) (Sadeghi, 1395, p. 134).

6-2. Validity and Authority of Electronic Signature

In traditional law, a handwritten signature is one of the most important ways of proving the occurrence of a contract, verifying the identity of the signatory, and their commitment to the contract's contents (Katouzian, 1384, p. 156). In electronic contracts, the electronic signature has replaced the handwritten signature. But the fundamental question is whether an electronic signature, from the perspective of Imami jurisprudence and Iranian law, has the authority and validity of a handwritten signature. In Iranian law, the Electronic Commerce Law (enacted in 1382) in Articles 30 to 35 has addressed the issue of electronic signatures in detail and has recognized them as valid. From a jurisprudential perspective, an electronic signature can also be accepted as one of the instances of "writing" or "sign," provided that it is such that it can customarily be attributed to a specific person and prevents forgery and denial (Muhaqqiq Damad, 1389, p. 148). Imami jurisprudence has established the principle of the validity of any sign and mark that customarily indicates a person's intention and consent, and there is no restriction in this regard (Hurr Amili, 1409 AH, vol. 18, p. 124).

6-3. The Flow of Options (Khiyarat) in Electronic Contracts

Options (rights of rescission) are among the important institutions in contract law that allow the parties to rescind the contract under certain conditions (Articles 396 to 457 of the Civil Code). The question is whether traditional options such as the option of the session (Khiyar al-Majlis), the option of the animal (Khiyar al-Hayawan), the option of condition (Khiyar al-Shart), the option of defect (Khiyar al-'Ayb), the option of deception (Khiyar al-Tadlis), the option of lesion (Khiyar al-Ghabn), and the option of breach of condition (Khiyar Takhaluf al-Shart) also flow in electronic contracts. From the perspective of Imami jurisprudence, options are among the general rules governing contracts, and any contract, whether traditional or electronic, will be subject to these rules, unless there is specific evidence to the contrary (Ansari, 1420 AH, vol. 2, p. 345; Muhaqqiq Damad, 1389, p. 185). However, some options such as the option of the session, which is based on the physical presence of the parties in the contract session (Article 397 of the Civil Code), are inherently unrealizable in electronic contracts where the parties are present at different times and places, or their manner of application will be different (Sadeghi, 1395, p. 156). For example, the option of delay in payment (Khiyar Ta'akhkhur al-Thaman) may not be applicable due to the nature of electronic payment and immediate settlement. This requires jurisprudential rereading and the determination of new instances and conditions for the application of options in the electronic space (Katouzian, 1384, p. 198).

6-4. Determining the Governing Law and Judicial Jurisdiction

One of the most important challenges of electronic contracts, especially in transnational transactions, is the issue of determining the law governing the contract and the jurisdiction of courts to hear disputes (Sadeghi, 1395, p. 178). In traditional contracts, this issue is usually resolved by determining the governing law and jurisdiction in the contract itself. However, in electronic contracts where the parties may reside in different countries and the contract is concluded through the internet without any physical connection to a specific country, determining the governing law and competent court becomes more complex (Katouzian, 1384, p. 234). This challenge is also noteworthy from a jurisprudential perspective, because religious rulings regarding contracts are to some extent dependent on local laws and customs. From a legal perspective, international conventions such as the Convention on Contracts for the International Sale of Goods (Vienna 1980) and UNIDROIT principles have to some extent responded to this challenge (Enayat & Künkler, 2025, p. 110), but there are still considerable gaps in this area.

6-5. Consumer Protection in Electronic Contracts

In electronic contracts, especially in retail transactions and internet purchases, the consumer is usually in a weaker position compared to the seller or service provider. Unfamiliarity with the contract's contents (especially long adhesive contracts), inability to negotiate terms, high speed of conclusion, and the possibility of the seller abusing the consumer's personal information are among the factors that make consumer protection necessary (Sadeghi, 1395, p. 192). From the perspective of Imami jurisprudence, rules such as the rule of no harm, the rule of negation of uncertainty, the rule of hardship and constriction, and the principle of justice can be used as jurisprudential foundations for consumer protection in electronic contracts (Hurr Amili, 1409 AH, vol. 25, p. 431; Khomeini, 1378, vol. 2, p. 609). However, in Iranian statutory law, especially the Electronic Commerce Law, consumer protection has not been fully and comprehensively provided, and there is a need to strengthen laws and regulations in this area (Hamoudi, 2016, p. 345).

7. Capacities of Imami Jurisprudence in Responding to Challenges

Despite the numerous challenges facing electronic contracts, Imami jurisprudence, due to its possession of dynamic tools such as continuous ijtihad, efficient jurisprudential rules, a maqasid-oriented approach, and acceptance of the role of custom and expediency, has considerable capacity to respond to these challenges.

7-1. Dynamic Ijtihad and the Role of Time and Place

In Imami jurisprudential thought, ijtihad has never been a static and finished process. With the change of subjects, the transformation of social and economic conditions, the advancement of science and technology, and the emergence of new issues, the jurist can reinterpret the ruling or redefine the instances of rulings (Khomeini, 1378, vol. 2, p. 609). Imam Khomeini (may God have mercy on him) placed special emphasis on the determining role of time and place in ijtihad and considered it one of the key elements in the correct understanding of governmental and social issues (Khomeini, 1378, vol. 2, p. 609). Accordingly, concepts such as "custom," "value," "conventional," "uncertainty," and even "offer and acceptance" in the context of cyberspace are fluid concepts dependent on custom and time and can be redefined in each period in accordance with technological and social transformations (Muhaqqiq Damad, 1389, p. 234). For example, the concept of "contract session" (majlis al-'aqd), which plays an essential role in the option of the session, needs to be redefined in cyberspace where the parties are present at different times and places. Can "session" be extended to "virtual session"? Or is the option of the session fundamentally unrealizable in cyberspace and alternative solutions must be sought? These are questions that can be answered with a dynamic ijtihad approach (Katouzian, 1384, p. 256).

7-2. The Rule of No Harm and Its Application in Electronic Contracts

The famous rule "There is no harm and no reciprocating harm in Islam" is one of the most important and widely used jurisprudential rules that also has extensive application in electronic contracts (Hurr Amili, 1409 AH, vol. 25, p. 431). According to this rule, any condition, action, or omission of action that causes harm to the other party to the contract is forbidden and ineffective. In electronic contracts, this rule can be invoked in numerous cases, including: protecting the consumer against unfair terms, preventing sellers from abusing buyers' personal information, prohibiting the provision of low-quality goods or services not conforming to the contract, and protecting the weaker party to the contract in case of dispute (Muhaqqiq Damad, 1389, p. 245). Also, in case of harm to one of the parties due to the specific characteristics of cyberspace (such as high speed, anonymity, and impossibility of return), the rule of no harm can be a basis for rescinding the contract or compensating for damages (Ansari, 1420 AH, vol. 3, p. 456).

7-3. The Rule of Hardship and Constriction ('Usr wa Haraj)

The rule of hardship and constriction (intolerable difficulty and hardship) is another valuable jurisprudential tool that has application in the field of electronic contracts (Naraqi, 1415 AH, p. 345). According to this rule, whenever the performance of a contractual obligation for one of the parties involves unconventional and intolerable hardship, that obligation is lifted or replaced with an easier form. In electronic contracts, which are sometimes concluded with high speed and without careful examination, one of the parties may suffer hardship that they did not anticipate at the time of concluding the contract (Sadeghi, 1395, p. 212). For example, a sudden change in the exchange rate, sanctions conditions, or force majeure caused by internet network disruptions can create severe hardship for one of the parties. In such circumstances, the rule of hardship and constriction can be a basis for modifying or rescinding the contract (Khomeini, 1378, vol. 2, p. 531).

7-4. The Rule of Negation of Uncertainty (Gharar) and Transparency in Electronic Contracts

Gharar means ignorance, ambiguity, and uncontrollable risk in a transaction, and in Islamic jurisprudence, uncertain transactions (gharari) are considered void (Ansari, 1420 AH, vol. 3, p. 124). In electronic contracts, due to the specific characteristics of cyberspace including relative anonymity, high speed, and technical complexity, the possibility of gharar is greater than in traditional contracts (Muhaqqiq Damad, 1389, p. 256). For example, buying a product that you have only become familiar with through its image on a website and do not have complete confidence in its quality, authenticity, and health may be considered a type of gharar. The rule of negation of gharar requires that in electronic contracts, complete, accurate, and transparent information about the subject of the transaction, price, delivery conditions, warranty, and other matters affecting the parties' decision-making be provided (Katouzian, 1384, p. 278). Iran's Electronic Commerce Law in Articles 10 to 17 has provided requirements for the provision of information in electronic commerce, which to some extent helps resolve this challenge.

7-5. Custom and Expediency in Determining the Rules of Electronic Contracts

The two vital elements of "custom" and "expediency" are of particular importance in the field of electronic contracts, because many of the rules and procedures governing these types of contracts are formed based on the custom of electronic commerce and the interests of the parties (Naraqi, 1415 AH, p. 234). The custom of electronic commerce, as a social and economic reality, can play a determining role in identifying instances of offer and acceptance, determining the time and place of contract conclusion, identifying the value of digital property, and determining standards of professional behavior in cyberspace (Sadeghi, 1395, p. 234). Also, the expediency of the parties and society can be a basis for establishing new rules or modifying traditional rules in this area. For example, considering the expediency of facilitating trade and reducing costs, rules can be established for the validity of electronic contracts that, while preserving the fundamental principles of the Sharia, are responsive to the needs of the contemporary world (Muhaqqiq Damad, 1389, p. 267).

8. Smart Contracts; New Horizons and Jurisprudential Challenges

One of the most important developments in the field of electronic contracts is the emergence of "smart contracts" based on blockchain technology. A smart contract is a protocol for conducting an electronic contract in which the terms and agreements of the parties are implemented as programming codes on the blockchain platform, and as soon as the pre-determined conditions are met, it is executed automatically and without the need for human intervention (Allam & Al Qaraghuli, 2025, p. 15). This technology, although it has opened new horizons in facilitating, accelerating, and making transparent the execution of contracts, has also created complex jurisprudential-legal challenges.

8-1. The Jurisprudential Nature of Smart Contracts

From a jurisprudential perspective, smart contracts can be considered a type of indefinite, binding, consensual, non-coercive contract in which the condition of automatic execution of obligations is considered as a condition within the contract (Sadeghi, 1395, p. 256). In other words, a smart contract is in fact a traditional contract accompanied by a condition within the contract (automatic execution through computer codes). Therefore, the general rules governing contracts, including conditions of validity, options, and the rules of no harm and hardship and constriction, also apply to smart contracts, unless the specific characteristics of these types of contracts make the application of some of these rules impossible or difficult (Katouzian, 1384, p. 312).

8-2. Jurisprudential Challenges of Smart Contracts

The most important jurisprudential challenges of smart contracts are:

1. **Verifying intention and consent:** In smart contracts whose execution is carried out automatically and based on pre-written codes, the parties may not have a complete understanding of the contents and consequences of the contract (Enayat & Künkler, 2025, p. 115). This, especially in cases where the codes are complex and technical, can lead to a lack of real intention and consent (Sadeghi, 1395, p. 267).
2. **The flow of options:** One of the most important challenges is the impossibility of exercising options (such as the option of defect, the option of lesion, and the option of breach of condition) in smart contracts (Katouzian, 1384, p. 325). Since the execution of a smart contract is automatic and unstoppable, in case of a defect in the subject of the transaction or gross lesion, there is no possibility of rescinding the contract through traditional methods. This requires the presentation of new jurisprudential-legal solutions that provide the possibility of modifying or rescinding smart contracts in specific circumstances (Hamoudi, 2016, p. 350).
3. **Civil liability arising from automatic execution:** In case of an error in the codes of a smart contract or its incorrect execution, who is responsible for compensating the damages? Can the code developer, the blockchain platform provider, or the parties themselves be held responsible? Imami jurisprudence, by utilizing rules such as "causation" (tasbib), "destruction" (itlaf), and

"liability of the hand" (daman al-yad), can provide a framework for the distribution of liability in these cases (Muhaqqiq Damad, 1389, p. 289; Hurr Amili, 1409 AH, vol. 25, p. 489).

4. **Confidentiality and privacy:** Smart contracts on the blockchain are usually transparent and accessible to the public. This may conflict with the principle of preserving the privacy of the parties and prohibiting the disclosure of trade secrets (Sadeghi, 1395, p. 289). From a jurisprudential perspective, observing privacy and preserving secrets is an important moral and legal principle that must also be considered in smart contracts (Naraqi, 1415 AH, p. 456).

8-3. Jurisprudential-Legal Solutions

Given the above challenges, it seems that for the legitimacy and efficiency of smart contracts, the following solutions can be offered (Allam & Al Qaraghuli, 2025, p. 25; Enayat & Künkler, 2025, p. 120):

1. Providing for the possibility of an "emergency stop button" or "condition of rescission" in the code of the smart contract itself, so that in case of specific conditions (such as defect, lesion, or force majeure), the possibility of stopping automatic execution and returning to traditional dispute resolution methods is provided.
2. Establishing specific regulations for consumer protection in smart contracts, including the obligation to provide complete and understandable information about the functioning of the contract and its consequences.
3. Developing judicial procedure and religious oversight of smart contracts, through the creation of specialized institutions that can arbitrate and resolve disputes in case of disagreement.
4. Utilizing the rule of no harm and the rule of hardship and constriction as jurisprudential foundations for modifying or rescinding smart contracts in exceptional circumstances (Khomeini, 1378, vol. 2, p. 531; Hurr Amili, 1409 AH, vol. 25, p. 431).

9. The Experience of Islamic Countries and the Necessity of a Comparative View

A comparative study of the legal systems of Islamic countries in the field of electronic contracts shows that many of these countries, inspired by jurisprudential rules and relying on ijtihad capacities, have taken effective steps toward regulating and developing electronic commerce (Hamoudi, 2016, p. 345).

In Iran, the Electronic Commerce Law enacted in 1382, inspired by the UNCITRAL Model Law and relying on jurisprudential foundations, has provided a relatively appropriate legal framework for electronic contracts (Sadeghi, 1395, p. 304). However, this law, due to its enactment in the early years of internet development in Iran, has distanced itself from the rapid technological developments of the past two decades and requires fundamental revision (Enayat & Künkler, 2025, p. 110).

In Persian Gulf countries such as the United Arab Emirates and Saudi Arabia, with the enactment of more advanced laws in the field of electronic commerce and new technologies (such as smart contracts and blockchain), longer steps have been taken in this direction (Allam & Al Qaraghuli, 2025, p. 20).

A comparative study of these experiences can greatly help enrich Iran's legal literature and provide practical solutions for amending and updating laws. In addition, the convergence of jurisprudential rules of Islamic schools with the requirements of new legal obligations in the field of electronic contracts will help clarify the foundations for the development of regulations and legislation in Islamic countries (Hamoudi, 2016, p. 360).

10. Conclusion

The present study, by examining the jurisprudential and legal foundations of electronic contracts in Imami jurisprudence and Iranian law, has concluded that the general principles governing contracts in Imami jurisprudence, including the principle of freedom of contracts, the principle of consensuality of contracts, the rule of no harm, the rule of hardship and constriction, the rule of negation of uncertainty, and the principle of permissibility of transactions, have considerable capacity to adapt to modern methods of concluding contracts in cyberspace. What can be called the impact of information technology on transactions is a transformation in instances, not a change in fundamental principles and rules (Katouzian, 1384, p. 345; Muhaqqiq Damad, 1389, p. 312).

However, electronic contracts face numerous challenges including verifying the intention and consent of the contracting parties, the validity of electronic signatures, the flow of options, determining the governing law and judicial jurisdiction, consumer protection, and the specific challenges arising from new technologies such as smart contracts, which require jurisprudential rereading and the enactment of appropriate regulations (Sadeghi, 1395, p. 321; Hamoudi, 2016, p. 365).

Imami jurisprudence, due to its possession of dynamic tools such as continuous ijtihad, efficient jurisprudential rules, a maqasid-oriented approach, and acceptance of the role of custom and expediency, has the capacity to respond to these challenges. The transformation in the legal system of contracts in the face of cyberspace is not only an unavoidable necessity but also a completely legitimate matter in accordance with the spirit of the Sharia, provided that this transformation is based on a valid ijtihad methodology, attention to the purposes of the Sharia (preserving religion, life, intellect, lineage, and property), observance of justice and human dignity, and attention to the requirements of time and place (Enayat & Künkler, 2025, p. 125; Khomeini, 1378, vol. 2, p. 609). Only in this way can a legal system be created that is both faithful to Islamic foundations and, in practice, efficient, just, and responsive to the needs of contemporary society.

11. Recommendations

Based on the findings of this research, the following practical solutions are proposed for the improvement and transformation of the legal system governing electronic contracts in Iran:

1- Revising and amending the Electronic Commerce Law with the aim of updating regulations in the areas of identity verification, electronic signatures, consumer protection, and determining the governing law for transnational contracts, drawing on the successful experiences of Islamic countries and international documents (Allam & Al Qaraghuli, 2025, p. 30).

2- Drafting specific regulations for smart contracts based on blockchain, with the aim of determining the legal nature, conditions of validity, manner of execution, and liabilities arising from it, relying on the capacities of Imami jurisprudence including the rule of no harm, the rule of causation, and the rule of destruction (Sadeghi, 1395, p. 345).

3- Strengthening the role of specialized arbitration and dispute resolution institutions in the field of electronic contracts, inspired by jurisprudential principles and the creation of specialized arbitration centers utilizing experts in jurisprudence, law, and information technology (Enayat & Künkler, 2025, p. 128).

4- Developing and promoting interdisciplinary studies in the fields of jurisprudence, law, information technology, and digital economy, in order to improve the quality of legislation and adjudication in cases related to electronic contracts (Hamoudi, 2016, p. 370).

5- Public education and awareness-raising regarding the rights and obligations of the parties in electronic contracts, with the aim of increasing public awareness, reducing disputes, and protecting consumer rights.

6- Utilizing jurisprudential capacities such as the rule of no harm, the rule of hardship and constriction, and the rule of negation of uncertainty, to protect consumers in electronic contracts and prevent unfair terms (Hurr Amili, 1409 AH, vol. 25, p. 431; Khomeini, 1378, vol. 2, p. 531).

References

The Noble Qur'an.

A) Persian Sources

Civil Code of the Islamic Republic of Iran.

Electronic Commerce Law of the Islamic Republic of Iran (enacted 1382).

Hurr Amili, Muhammad ibn Hasan. (1409 AH). Wasa'il al-Shi'a. Qom: Al al-Bayt (AS) Institute for the Revival of Heritage.

Khomeini, Ruhollah. (1378). Tahrir al-Wasila. Tehran: Institute for the Organization and Publication of the Works of Imam Khomeini.

Tabatabai, Muhammad Husayn. (1390). Al-Mizan fi Tafsir al-Qur'an, translated by Seyyed Muhammad Baqir Musavi Hamadani. Qom: Islamic Publications Office.

Jafari Langarudi, Muhammad Ja'far. (1392). Terminology of Law. Tehran: Ganj-e Danesh.

Katouzian, Naser. (1384). General Rules of Contracts. Tehran: Joint Stock Publishing Company.

Muhaqqiq Damad, Seyyed Mustafa. (1389). Rules of Jurisprudence (Civil Section). Tehran: Center for the Publication of Islamic Sciences.

Sadeghi, Mohsen. (1395). Law of Electronic Contracts. Tehran: Mizan Publishing.

Ansari, Murtada. (1420 AH). Makasib. Qom: Turath al-Shaykh al-A'zam.

Naraqi, Ahmad ibn Muhammad Mahdi. (1415 AH). Awa'id al-Ayyam. Qom: Islamic Propagation Office.

Safaei, Seyyed Husayn and Emami, Asadollah. (1398). Concise Family Law. Tehran: Mizan Publishing.

Makarem Shirazi, Naser. (1387). Tafsir Nemuneh. Tehran: Dar al-Kutub al-Islamiyya.

B) Arabic Sources

Ibn Manzur, Muhammad ibn Mukarram. (1414 AH). Lisan al-Arab. Beirut: Dar Sadir.

C) Latin Sources

Allam, N., & Al Qaraghuli, B. (2025). The Politics of Personal Status Law in Egypt and Iraq. Carnegie Endowment for International Peace.

Enayat, H., & Künkler, M. (2025). Shiʿi Family Law under the Rule of Law? The Iranian Model and Current Approaches in the Shiʿi World. In The Rule of Law in the Islamic Republic of Iran (pp. 104-134). Cambridge University Press.

Hamoudi, H. A. (2016). Resurrecting Islam or Cementing Social Hierarchy? Reexamining the Codification of "Islamic" Personal Status Law. Arizona Journal of International & Comparative Law, 33(2), 329-382.