

Jurisprudential and Legal Analysis of the Challenges of Electronic Contracts in the Oil and Gas Industry with Emphasis on the Essential Elements of Contract Validity in Imami Jurisprudence

1. Ali Nazouri Khorasgani[✉]: Department of Jurisprudence and Principles of Islamic Law, Na.C., Islamic Azad University, Najafabad, Iran

2. Mohammad Ali Heidari^{✉*}: Department of Jurisprudence and Principles of Islamic Law Na.C., Islamic Azad University, Najafabad, Iran

3. Ahmadreza Tavakoli[✉]: Department of Jurisprudence and Principles of Islamic Law, Na.C., Islamic Azad University, Najafabad, Iran

*Correspondence: mal.heidari@iaau.ac.ir

Abstract

The emergence of electronic contracts as an innovation within the digital economy has brought about a profound transformation in the methods of contract formation, execution, and supervision of legal obligations. This transformation—particularly in fields such as the oil and gas industry, which are intertwined with public resources, national rights, and international relations—necessitates new jurisprudential and legal considerations. The validity and legitimacy of electronic contracts in this domain, from the perspective of Imami jurisprudence, depend on the realization of conditions such as valid offer and acceptance, intent and consent, capacity of the parties, knowledge of the exchanged considerations, and the legitimacy of the contractual purpose—conditions that encounter specific challenges within the digital context. This study, employing a descriptive-analytical approach and based on jurisprudential and legal sources, examines these challenges in four main dimensions. Subsequently, by invoking jurisprudential principles such as sovereignty (salṭanat), validity (ṣiḥḥa), no harm (lā ḍarar), presumption of apparent meaning (ḥujjiyyat al-zāhir), and binding nature of conditions (al-mu'minūn 'inda shurūṭihim), it proposes ijtihādī (interpretative) solutions to establish the credibility of such contracts. The findings reveal that Imami jurisprudence, by utilizing its methodological flexibility and the capacities of governmental jurisprudence, is capable of adapting to modern contractual frameworks, provided that the essential elements of the contract are properly fulfilled within technological environments and that religious and governmental oversight over the protection of public interests is continuously maintained.

Keywords: Imami jurisprudence; electronic contract; oil and gas industry; offer and acceptance; governmental jurisprudence; jurisprudential principles

Received: 04 November 2023

Revised: 20 February 2024

Accepted: 28 February 2024

Published: 30 March 2024



Copyright: © 2024 by the authors. Published under the terms and conditions of Creative Commons Attribution-NonCommercial 4.0 International (CC BY-NC 4.0) License.

Citation: Nazouri Khorasgani, A., Heidari, M. A., & Tavakoli, A. R. (2024). Jurisprudential and Legal Analysis of the Challenges of Electronic Contracts in the Oil and Gas Industry with Emphasis on the Essential Elements of Contract Validity in Imami Jurisprudence. *Legal Studies in Digital Age*, 3(1), 81-89.

1. Introduction

The rapid transformations in information technology have not only altered the modes of human social life but have also challenged the traditional legal and jurisprudential structures governing economic transactions. Among these developments, *electronic contracts*—as tangible products of the digital economy—have redefined the classical boundaries of contractual formation through tools such as online platforms, intelligent messaging systems, digital signatures, cryptocurrencies, and even blockchain-based smart contracts (Rabia, 2018). This emerging contractual paradigm is of special significance because it not only introduces new technological instruments into transactions but also reconfigures fundamental legal concepts such as *offer* (*ijab*), *acceptance* (*qabul*), *intent* (*qasd*), *consent* (*rida*), and *signature* (*imza*) within a novel digital framework. Consequently, Islamic jurisprudence, particularly *Imami jurisprudence*, must rigorously analyze and reconcile these redefinitions with its established doctrinal foundations (Muzaffar; Shaykh Ansari).

The integration of electronic contracts into strategic sectors such as the *oil and gas industry* raises even more complex questions at both the transactional and governmental jurisprudence levels (Rabia, 2018). The oil and gas industry, particularly in resource-rich nations such as Iran, occupies not only a central position in the national economy but is also classified within the category of *anfāl* (public wealth) under Islamic jurisprudence (Shahid Thani). Numerous narrations in Shi'a hadith sources categorize such natural resources as public property belonging to the Islamic community. The well-known Prophetic hadith, “*People are partners in three things: water, pasture, and fire*” (Ibn Majah, 1980), expresses this communal ownership principle. Likewise, Imam al-Sadiq (peace be upon him) is reported to have said: “*The earth in its entirety belongs to us; whoever revives and cultivates a portion of it owns it, and otherwise it remains ours*” (Hurr Amili, 1988).

The Constitution of the Islamic Republic of Iran, reflecting these jurisprudential foundations, states in Article 45: “*Anfāl and public wealth, including mines, forests, seas, rivers, and subterranean resources, belong to the Islamic government to be administered in accordance with the public interest*” (Katouzian, 2005).

Accordingly, every contract related to the exploitation of oil and gas resources—beyond satisfying the general requirements for contractual validity—must conform to the principles of legitimate disposition under the supervision of the *wali al-faqih* (guardian jurist) and within the mechanisms of *governmental jurisprudence* (Imam Khomeini). Thus, the introduction of digital mechanisms into the formulation and execution of such contracts constitutes not merely a legal issue but a multidimensional concern encompassing *jurisprudence of transactions* (*fiqh al-mu'āmalāt*), *jurisprudence of contracts* (*fiqh al-'uqūd*), *political jurisprudence* (*fiqh siyāsī*), and *Islamic public law* (Muḥaqqiq Ḥillī; Najafī).

From a legal perspective, Article 10 of Iran's Civil Code adopts the *principle of freedom of contract*, stating that “*Private contracts between individuals are binding provided that they are not explicitly contrary to the law*” (Safaei, 2013). Articles 190 and 219 further identify four essential elements of contractual validity: *intent*, *consent*, *capacity*, and *legitimacy of purpose* (Katouzian, 2005). The *Electronic Commerce Act of 2003*, particularly in Articles 6 through 13, recognizes the validity of electronic contracts subject to authentication, expression of intent, and acceptance through *data messages*, provided that digital instruments are properly verified. However, Iranian law lacks a precise mechanism for aligning electronic contracts—especially those concerning oil and gas, which have public, political, and technical dimensions—with the requirements of Islamic jurisprudence and public law (Rabia, 2018).

In *Imami jurisprudence*, a valid contract requires fulfillment of essential pillars: a valid offer and acceptance indicating binding intent in customary practice; conscious and voluntary intent and consent of the parties; legal and religious capacity; clarity of the subject matter free from *gharar* (uncertainty); and legitimacy of purpose (Muḥaqqiq Ḥillī; Shaykh Ansari). Quranic verses such as “*O you who believe! Fulfill your contracts*” (al-Ma'idah: 1) and “*Do not consume one another's wealth unjustly, unless it is through trade based on mutual consent*” (al-Nisa': 29), alongside narrations like “*Believers are bound by their conditions*” (Hurr Amili, 1988), form the primary textual basis for these principles.

With the advent of electronic contracts, significant questions arise concerning the realization of these conditions: Does clicking a “confirm” button on a digital platform constitute an *offer* or *acceptance* in customary understanding? Does a digital signature possess *jurisprudential authority* (*hujjiyyah*)? Can the identity of the contracting parties be authenticated through an

email or IP address? And can autonomous smart systems—functioning without human intervention—fulfill the elements of *intent* and *consent*? (Muzaffar).

To address such challenges, many contemporary jurists have relied on the *practice of rational agents* (*binā' al-'uqalā'*), the *principle of validity* (*qa'idat al-ṣiḥḥa*), and the *principle of authority of apparent meaning* (*ḥujjiyyat al-zāhir*), recognizing the validity of offer and acceptance via customary digital tools if they convey intent in common practice (Imam Khomeini; Muzaffar). Furthermore, the *principles of sovereignty* (*qa'idat al-salṭanah*) and *possession* (*qa'idat al-yad*) can justify the legal effects of contracts concluded in digital environments, provided no corruption or harm is evident (Katouzian, 2005; Najafi).

In the context of electronic oil contracts, the challenges become even more intricate—such as ambiguity in asynchronous offer and acceptance via intelligent systems; insufficiency of digital mechanisms in verifying legal capacity; technical complexity leading to ignorance (*jahl*) or *gharar*; absence of jurisprudential safeguards for automated clauses in smart contracts; and the risk of violating the *principle of no dominance* (*naḥī al-sabīl*), as expressed in the verse “*Allah will never allow the disbelievers to have authority over the believers*” (al-Nisa': 141) (Muzaffar; Shahid Thani). Thus, it is evident that electronic contracts in the oil and gas sector—without thorough jurisprudential and legal reconsideration and the formulation of modern compliance frameworks—may face significant religious and governmental obstacles.

This study, employing an analytical-ijtihādī methodology and drawing upon foundational jurisprudential sources such as *al-Makāsib* by Shaykh Ansari, *Jawāhir al-Kalām, Sharā'i' al-Islām*, and *Uṣūl al-Fiqh* by Muzaffar, along with domestic legal instruments like the *Electronic Commerce Act*, *Civil Code*, and *Constitution*, seeks to examine the jurisprudential legitimacy of electronic contracts in the oil and gas industry. It aims to propose *ijtihādī* and practical mechanisms ensuring the validity and enforceability of such contracts within Islamic law. The paper argues that *Imami jurisprudence*, by virtue of its dynamic interpretive capacity, can accept, regulate, and even guide these modern contractual models—provided that, through meticulous attention to their essential elements and rules, and by invoking principles such as *fulfillment of conditions*, *removal of hardship* (*raf' al-ḥaraj*), *avoidance of uncertainty* (*naḥī al-gharar*), *protection of public welfare*, and the *authority of the wali al-faqih* over *anfāl*, a legitimate and adaptive framework is developed (Imam Khomeini; Muḥaqqiq Ḥilli; Najafi).

2. Theoretical Foundations

2.1. The Concept of Electronic Contracts from Jurisprudential and Legal Perspectives

Electronic contracts, as one of the modern achievements of technology, differ fundamentally from traditional forms of contract. These contracts are concluded through platforms such as the internet, data messages, trading systems, or even blockchain-based infrastructures, often without the physical presence of the parties and using digital signatures or automated confirmations (Rabia, 2018). According to Article 2 of Iran's *Electronic Commerce Act*, a “data message” constitutes an official instrument of intent declaration, while Article 6 equates the legal validity of data messages with written documents (Safaei, 2013).

From a legal standpoint, electronic contracts exhibit distinctive characteristics—such as asynchronous offer and acceptance, potential anonymity of parties, dependency on technological infrastructure, and evidentiary challenges in identity and signature verification—that have compelled jurists to expand theories of digital signatures, data authentication, and trusted third-party verification (Rabia, 2018). From the viewpoint of *Imami jurisprudence*, the validity of a contract depends not on specific linguistic formulas but on the presence of intent and customary indication of offer and acceptance (Shaykh Ansari). Shaykh Ansari in *al-Makāsib* asserts: “*The essence of the contract lies in the intended meaning of offer and acceptance, not in specific verbal forms*” (Shaykh Ansari). This indicates that as long as intent and consent are expressed through reasonable and commonly recognized means, the formation of a contract remains religiously valid. Similarly, Muzaffar in *Uṣūl al-Fiqh* upholds that the *principle of apparent meaning* (*ḥujjiyyat al-zāhir*) suffices for establishing valid offer and acceptance through rational customary practice (Muzaffar). Consequently, instruments such as clicks, email confirmations, or SMS verifications—if conventionally understood among professionals as expressing binding commitment—can be deemed consistent with jurisprudential standards.

2.2. *The Structure and Nature of Petroleum Contracts*

Petroleum contracts typically take forms such as concession agreements, production sharing, service contracts, buy-back arrangements, or build-operate-transfer (BOT) frameworks. These contracts generally possess long-term commitments, contain complex technical and financial obligations, rely on confidential technological data, and often include conditional, penalty, and force majeure clauses—frequently concluded between the state (or national companies) and foreign legal entities (Rabia, 2018).

In *Imami jurisprudence*, petroleum resources are categorized under *anfāl*, and the legitimacy of petroleum contracts depends upon: (a) public ownership of resources; (b) authorization by the *wali al-faqih* or lawful ruler for exploitation; (c) fulfillment of contractual validity conditions such as absence of *gharar*, clarity of subject matter, and legitimacy of purpose; and (d) avoidance of foreign dominance (Imam Khomeini; Shahid Thani). As Imam al-Sadiq (peace be upon him) states in a renowned narration: “*The anfāl comprise all lands without an owner and all property whose ownership is unknown*” (Hurr Amili, 1988). Hence, any exploitation of subterranean resources must occur under the authorization of the legitimate Islamic authority and in accordance with public interest. Additionally, according to the *principle of no dominance* (*naft al-sabīl*), derived from the Qur’anic verse “*Allah will never grant the disbelievers authority over the believers*” (al-Nisa’: 141), contracts that lead to technical, economic, or security dependency on foreign entities lack jurisprudential legitimacy (Muzaffar; Najafi).

2.3. *Essential Elements of Contract Validity in Imami Jurisprudence and the Need for Alignment with the Digital Environment*

Imami jurists consider a set of conditions necessary for the validity of a contract that apply to all contracts—whether traditional or electronic. These elements are as follows: (Muhaqqiq Hilli; Shaykh Ansari)

1. **Valid Offer and Acceptance:** Every contract must be formed by the manifestation of will by one party (offer) and its acceptance by the other party (acceptance). Differences in the mode of expression do not bar validity; the criterion is realization of these elements in customary practice. (Shaykh Ansari)
2. **Intent and Consent:** In Imami jurisprudence, the elements of “creative intent (*qasd al-inshā’*)” and “inner consent (*riḍā*)” are indispensable for the enforceability of a contract. (Imam Khomeini; Muhaqqiq Hilli)
3. **Capacity of the Parties:** That is, the parties must be of age, sane, and prudent, and possess the right to dispose of the subject matter of the contract (cf. Iranian Civil Code, Article 211). (Katouzian, 2005; Safaei, 2013)
4. **Definiteness of the Subject Matter and Freedom from Gharar (Risk-Creating Uncertainty):** The subject of the transaction must be known, specified, and determinate, and ambiguity leading to dispute or harm must be avoided (cf. the hadith “The Prophet forbade the sale of *gharar*”). (Muslim)
5. **Legitimacy of the Purpose of the Transaction:** If the aim of the transaction (e.g., using the proceeds for corruption or strengthening an adversary) contravenes the *Sharī’a*, the contract loses its legitimacy. (Najafi)

In digital settings, each of these pillars faces distinct challenges. For example, instruments such as clicking or system-level confirmations must, in the view of expert custom, adequately denote a binding intent; otherwise, a contract may be deemed to lack a *Sharī’a*-compliant offer and acceptance. With respect to intent and consent, challenges arise such as uninformed confirmation, unauthorized account use, or transactions executed by a machine agent (bot). In such cases, the jurist should assess the realization of genuine intent by relying on new indicia, such as a digital signature accompanied by a national certificate. (Imam Khomeini) Capacity, too, is not readily ascertainable in virtual environments—particularly in international petroleum contracts where the parties may be foreign legal persons or otherwise unknown. (Rabia, 2018)

2.4. *Emerging Considerations in the Jurisprudential Analysis of Electronic Contracts*

Unique features of the digital environment—such as the asynchronicity of offer and acceptance, the possibility of identity falsification, the use of automated technologies, and the physical absence of the parties—have prompted jurist-scholars, with an *ijtihād*-based and reality-oriented approach, to redefine certain concepts within *fiqh al-‘uqūd* (jurisprudence of contracts).

In this regard, rules such as the practice of rational agents (*binā' al-'uqalā'*), the principle of validity (*qa'idat al-ṣiḥḥa*), sovereignty (*al-salṭanah*), no-harm (*lā ḍarar*), and “the believers are bound by their conditions” provide suitable theoretical foundations for recognizing the legitimacy of these contracts. (Hurr Amili, 1988; Muzaffar)

Put differently, electronic contracts possess distinctive jurisprudential and legal characteristics, including the following:

- **Asynchronous offer and acceptance:** one party may make/accept an offer at 2:00 a.m. and the other in the afternoon.
- **Absence of the parties' physical presence:** complicating verification of intent, capacity, and real-world conditions.
- **Ambiguity in instruments of will-expression:** a click, SMS, or even tacit confirmation may be at issue.
- **Challenges in identity and signature verification:** especially in anonymous or international contracts.
- **Technical reliance on infrastructures beyond the control of the Sharī'a-based authority or the Islamic state:** such as foreign servers and non-transparent algorithms.

Accordingly, the jurisprudential analysis of electronic petroleum contracts requires integrating traditional jurisprudential principles with technological exigencies, while safeguarding public and governmental interests within the framework of governmental jurisprudence. All these features oblige the jurist-scholar to approach this phenomenon without attachment to traditional *forms* of contracts yet with insistence on the realization of their *substantive elements*, adopting a novel, *ijtihād*-driven perspective grounded in the interests of the community. (Imam Khomeini; Muzaffar; Najafi)

3. Analysis of Jurisprudential and Legal Challenges of Electronic Contracts in the Oil and Gas Industry

Electronic contracts in oil and gas—by virtue of being technology-driven and tied to public resources and *anfāl*—face a composite set of challenges at the intersection of transactional jurisprudence, contract law, governmental jurisprudence, and economic security. These challenges may be examined under four principal axes:

1. **Offer and Acceptance in Digital Environments**
2. **Verification of Intent and Consent**
3. **Determination of the Parties' Capacity**
4. **Gharar, Ambiguity, and Complexity in the Subject Matter of the Contract** (Rabia, 2018; Shahid Thani)

3.1. Offer and Acceptance in Digital Environments

One of the most important pillars of contract in Imami jurisprudence is the realization of offer and acceptance with customary indication and a binding intent. In electronic contracts, offer and acceptance often occur through platforms, email, messaging applications, or intelligent software. At times, offer is made asynchronously, automatically, or without human interaction—for example, by clicking the “I accept” button in a digital contract. In jurisprudence, offer and acceptance must be such that, in customary understanding, they evidence an intent to be bound. (Shaykh Ansari)

In virtual environments, the questions include:

- Do such instruments constitute the “creation (*inshā'*)” of a contract?
- If an offer is generated by software (e.g., a smart contract), is real will ascertained?

Some jurists—relying on the practice of rational agents and the authority of customary appearance in modern instruments—regard clicking and digital confirmation, when clear and consensual, as constituting offer and acceptance. (Muzaffar) However, in petroleum contracts that entail heavy financial and technical obligations, these methods, in the absence of explicitness, appear insufficient and call for complementary measures such as identity verification, digital certification, and supervisory approval. (Katouzian, 2005; Rabia, 2018)

3.2. Verification of Intent and Consent in Digital Environments

The element of intent and consent is the foundation of the legitimacy of any contract in Imami jurisprudence. In traditional settings, this intent could be established through spoken words, writing, or in-person conduct. In digital environments, tools such as:

- login with a personal password,

- SMS confirmation,
- digital signatures using a private key, and
- sequential clicks

may denote will; however, these indicators face challenges such as forgery, concealed duress, use of another's account, or automated confirmation. Especially in petroleum contracts—worth millions of dollars—any doubt concerning the realization of intent constitutes grounds for invalidity. Imam Khomeini emphasizes that where there is doubt about the realization of creative intent, the contract is not effective; that is, whenever there is general knowledge of duress, fraud, or the parties' unawareness, the contract lacks enforceability and reliable indicia must be used to establish intent. Acceptable indicia may include a digital signature backed by a national certificate, system login with a personal password, or two-factor authentication—provided they align with jurisprudential rules such as the principle of validity and the practice of rational agents. (Hurr Amili, 1988; Imam Khomeini; Muzaffar)

3.3. Capacity of the Parties in Electronic Contracts

In both jurisprudence and law, *capacity (ahliyyah)* is a necessary condition for the validity of legal acts (Safaei, 2013). According to Article 211 of the Iranian Civil Code, a valid disposition requires the parties to be mature, sane, and of sound judgment. However, verifying such capacity in digital contracts is far more challenging than in traditional contexts. For example:

- when a contract is signed via an anonymous email or unidentified ID;
- when a foreign legal entity concludes a contract without an official representative;
- or when the party's identity is verified only through an IP address or username.

These circumstances raise serious doubts about the *legitimacy* of the contract from a jurisprudential standpoint, since according to the Prophetic hadith: “*It is not lawful to take the property of a Muslim except with his free consent*” (Hurr Amili, 1988). Therefore, unauthorized or non-competent dispositions—where capacity cannot be assured—render the contract invalid in Imami jurisprudence.

3.4. Gharar, Ambiguity, and Technical Risks in the Subject Matter of the Contract

Another barrier to contractual validity is *gharar* (risk-inducing uncertainty). The Prophet (peace be upon him) said: “*The Prophet forbade sales involving gharar*” (Muslim). In digital petroleum contracts, obligations often contain complex technical details, multilayered legal stipulations, and opaque technical content. If a party does not clearly understand the subject of the transaction or the operative conditions (as in smart contracts), *ignorance of the consideration (jahālah fi al-‘iwaḍayn)* occurs, invalidating the contract (Katouzian, 2005).

Additionally, petroleum contracts are sometimes structured within encrypted environments that preclude direct supervision by the *Shar‘ī* authority or regulatory institutions. This situation also contradicts the jurisprudential principle of *no dominance (naft al-sabīl)*, derived from “*Allah will never grant the disbelievers authority over the believers*” (al-Nisa’: 141) (Shahid Thani).

Examining these four dimensions reveals that electronic petroleum contracts face challenges not present—or less pronounced—in traditional contracts. Whereas conventional contracts permitted physical presence, direct discussion, real signatures, and accurate verification, the virtual environment substitutes tools for intent, increases the potential for fraud and doubt, complicates religious supervision, and heightens risks of *gharar*, *ghabn* (inequity), and *tadlīs* (deception). Consequently, Imami jurists and Islamic legal scholars must, through dynamic *ijtihād*, develop new analyses and precise frameworks for granting *Sharī‘a*-based legitimacy to such contracts (Imam Khomeini; Muzaffar; Najafi).

4. Jurisprudential and Legal Strategies for Conferring Legitimacy on Electronic Petroleum Contracts

After identifying the multiple jurisprudential and legal challenges surrounding electronic contracts in the oil and gas sector, the key question arises: *Can these contracts be reconciled with the doctrines of Imami jurisprudence—and if so, how?* The

answer is affirmative, but only through the design of adaptive, intelligent models grounded in *ijtihādī* foundations and public interests. The following represent the principal strategies:

4.1. Recognizing Digital Means of Will-Expression Based on the Practice of Rational Agents

Imami jurisprudence evaluates the expression of will through customary appearance and the practice of rational agents, not through fixed traditional forms. Thus, if contemporary custom recognizes a click, email confirmation, or digital signature as indicative of the intent to create a contract, the *Sharī'a*—in the absence of specific prohibition—also deems it valid (Muzaffar). Therefore, it is recommended that *Sharī'a*-based regulatory bodies, in collaboration with legal-technology specialists, identify, verify, and publicly announce trustworthy customary examples of digital tools for will-expression.

4.2. Designing Jurisprudential Identity-Verification Structures in Digital Systems

Given the difficulty of verifying capacity in virtual spaces, mechanisms such as digital certificates, two-factor authentication, official representation confirmation, and registration within national databases can serve as *jurisprudential guarantees*. Imami jurisprudence holds that if there is general knowledge of the absence of capacity, the contract is invalid (Imam Khomeini). Therefore, technological authentication systems must align with these *Sharī'a* principles and obtain approval from competent jurisprudential authorities.

4.3. Strengthening Enforcement through Implied and Conditional Clauses

In petroleum contracts where full compliance with all *Sharī'a* conditions cannot be ensured instantaneously, enforcement can be enhanced through *implied terms*, *suspensive conditions*, or *resolutive clauses*. These may include requirements for verifying full capacity at the time of execution, ensuring accuracy of identity data, or mandating the presence of an authorized representative for final signing. This approach is supported by the hadith: “Believers are bound by their conditions, except those that permit the unlawful or prohibit the lawful” (Hurr Amili, 1988).

4.4. Developing Transparent, Multilingual Contract Templates with Official Interpretation

A key challenge lies in the impossibility of direct supervision by *Sharī'a* or governmental authorities over confidential or encrypted electronic contracts. Imami jurisprudence—especially concerning *anfāl*—reserves for the legitimate ruler (*ḥākim al-shar'*) authority over disposition, contract formation, and even annulment (Najafi). Thus, the following are proposed: requiring storage of a copy of each contract within a national, *Sharī'a*-supervised database; enabling annulment or suspension in cases of fraud or breach of conditions; and ensuring that legitimacy review of every electronic petroleum contract be conducted by a jurisprudential board under the supervision of the *wali al-faqih*.

4.5. Establishing a Jurisprudential Supervisory Council for Digital Petroleum Contracts

Given that petroleum resources constitute *anfāl* and fall under the oversight of the *wali al-faqih*, a council composed of jurists, legal-technology experts, and petroleum specialists should be established to review and approve all digital petroleum contracts. This council would serve both a *Sharī'a*-based and governmental supervisory role, preventing the conclusion of corrupt or illegitimate contracts (Imam Khomeini; Najafi).

4.6. Utilizing the Capacities of Governmental Jurisprudence and the Authority of the Wali al-Faqih

In Imami jurisprudence, the *ḥākim al-shar'*—in matters concerning *anfāl*—may, in accordance with the public interest, exercise discretion in property management, regulatory enactment, supervision of contracts, or even prohibition of certain agreements (Imam Khomeini). Based on this foundation, it is advisable to establish a *Digital Jurisprudence of Contracts Unit* within the Office of the *Wali al-Faqih* or the jurisprudential council of the Central Bank to issue contemporary *ijtihādī* rulings on the permissibility or prohibition of particular petroleum contracts with foreign companies or autonomous digital systems.

Collectively, these recommendations demonstrate that *Imami jurisprudence* possesses both methodological and doctrinal capacity to legitimate digital contracts, and through *governmental jurisprudence*, time-sensitive *ijtihad*, rational legal principles, and technological legal tools, it can provide viable solutions to reconcile new contractual forms with enduring jurisprudential principles. (Imam Khomeini; Katouzian, 2005; Muzaffar)

5. Conclusion

Advancements in information technology and the proliferation of digital tools have fundamentally transformed the traditional structure of transactions, redefining classical legal concepts such as offer, acceptance, consent, signature, and party identity within new frameworks. This transformation—particularly in domains such as the oil and gas industry, which carry not only economic but also jurisprudential, governmental, and public law significance—has introduced unique challenges.

The present study demonstrated that *Imami jurisprudence*, through foundational principles such as sovereignty, validity, the practice of rational agents, the binding nature of conditions, the rule of no harm, and the authority of the *wali al-faqih*, possesses significant capacity to address contemporary legal innovations. However, this potential becomes effective only when jurisprudential reasoning is integrated with modern legal, technological, and policy instruments.

Electronic contracts in the oil and gas sector, although differing in form from traditional contracts, can be deemed legitimate and enforceable provided that the essential conditions of contract formation—valid offer and acceptance, intent and consent, capacity, absence of uncertainty, and legitimacy of purpose—are properly fulfilled. This is especially the case when such contracts are designed within the framework of governmental jurisprudence and under the supervision of the legitimate Islamic authority.

Ethical Considerations

All procedures performed in this study were under the ethical standards.

Acknowledgments

Authors thank all who helped us through this study.

Conflict of Interest

The authors report no conflict of interest.

Funding/Financial Support

According to the authors, this article has no financial support.

References

- Hurr Amili, M. i. H. (1988). *Wasa'il al-Shi'a (The Means of the Shi'a)*. Al al-Bayt Institute.
- Ibn Majah, M. i. Y. (1980). *Sunan Ibn Majah* (Vol. 2). Dar al-Fikr.
- Imam Khomeini, S. R. *Tahrir al-Wasilah (The Liberation of the Means)* (Book of Trade ed., Vol. 1). Institute for Compilation and Publication of Imam Khomeini's Works.
- Katouzian, N. (2005). *Qawā'id 'Omūmī-ye Qarārdādihā (General Rules of Contracts)*. Enteshar Publishing Company.
- Muḥaqqiq Ḥillī, N. a.-D. J. f. *Sharā'i' al-Islam (The Laws of Islam)* (Vol. 2). Davari Institute.
- Muslim, a.-N. *Al-Sahih (The Authentic Collection)* (Vol. 3). Dar al-Fikr.
- Muzaffar, M. R. *Uṣūl al-Fiḥ (Principles of Jurisprudence)* (Chapter on the Authority of Apparent Meaning (Ḥujjiyyat Zāhir) ed., Vol. 3). Islamic Publishing Institute.
- Najafi, M. H. *Jawāhir al-Kalām fī Sharḥ Sharā'i' al-Islam (The Jewels of Speech in Commentary on the Laws of Islam)* (Vol. 22). Dar Ihya' al-Turath.
- Rabia, S. M. (2018). *Hoghoog-e Qarārdādihā-ye Nafti (Law of Petroleum Contracts)*. Petroleum Industry Research Institute (PIPI).
- Safaei, S. H. (2013). *Hoghoog-e Madani (A'māl-e Hoghooghi) (Civil Law: Juridical Acts)*. University of Tehran.
- Shahid Thani, Z. a.-D. i. A. *Sharḥ Lum'ah (Commentary on Al-Lum'ah)* (Chapter on Public Wealth (Anfāl) ed., Vol. 2). Dar al-Fikr.
- Shaykh Ansari, M. *Al-Makasib (The Earnings)* (Chapter on Sale (Bay') ed.). Islamic Publications.

