

## TABLE OF CONTENTS

	page
PERNYATAAN KEASLIAN KARYA TUGAS AKHIR.....	ii
APPROVAL OF THE FINAL PROJECT SUPERVISOR.....	iii
.....	iv
PERSETUJUAN TIM PENGUJI TUGAS AKHIR.....	iv
ABSTRAK.....	vi
FOREWORD.....	vii
TABLE OF CONTENTS .....	ix
CHAPTER I INTRODUCTION .....	1
1.1    Background.....	1
1.1.1    The changing of industries through technological revolutions.....	1
1.1.2    The current and potential uses of smart contracts.....	3
1.1.3    Legal uncertainties arising from smart legal contracts .....	5
1.1.4    Smart legal contracts in the context of Indonesian law .....	6
1.2    Formulation of Issues .....	9
1.3    Purposes of Research .....	9
1.4    Benefits of Research .....	10
1.4.1    Theoretical Benefits.....	10
1.4.2    Practical Benefits .....	10
1.5    Systematics of Writing .....	10
CHAPTER II LITERATURE REVIEW .....	12
2.1    Theoretical Framework.....	12
2.1.1    Progressive Law according to Satjipto Raharjo.....	12
2.1.2    Contract Law in Indonesia.....	15
2.2    Conceptual Framework.....	46
2.2.1    Smart Contract .....	46
2.2.2    Smart legal contract .....	47
2.2.3    Electronic contract .....	48
CHAPTER III RESEARCH METHODOLOGY .....	51
3.1    Types of research.....	51
3.2    Types of data.....	53
3.3    Data collection technique.....	54

3.4	Research approach .....	54
3.5	Data analysis .....	56
CHAPTER IV RESEARCH RESULTS AND ANALYSIS .....		57
4.1	Research results .....	57
4.1.1	Technology and the development of contract law .....	57
4.1.2	Differences between traditional contracts and electronic contracts 59	
4.1.3	Differences between smart contracts and traditional contracts .....	61
4.1.4	The benefits of smart contracts as opposed to traditional contracts 63	
4.1.5	The scope of smart contract legality .....	65
4.1.6	Smart contracts vs. smart legal contracts .....	66
4.1.7	Interpretation of smart legal contracts according to the Law Commission .....	67
4.2	Does a smart contract constitute a legally valid and enforceable contract in accordance with Article 1320 of the Civil Code? .....	89
4.3	How will smart legal contracts with ambiguous meanings be interpreted under Indonesian law? .....	94
4.3.1	Interpreting smart legal contracts under English law according to the Law Commission .....	94
4.3.2	Interpretation of smart legal contracts under Indonesian law .....	96
CHAPTER V CONCLUSION AND RECOMMENDATION .....		100
5.1	Conclusion .....	100
5.2	Recommendation .....	101
BIBLIOGRAPHY .....		103