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SMART CONTRACTS AS MECHANISMS FOR THE AUTOMATED EXECUTION OF MARITAL PROPERTY AGREEMENTS

Buletsa Sibilla*
State Higher Educational Institution "Uzhhorod National University", Uzhhorod, Ukraine
E-mail: sibilla.buletsa@uzhnu.edu.ua
ORCID ID: https://orcid.org/0000-0001-9216-0033

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Abstract: Smart contracts are increasingly relevant to marital property relations as spouses acquire cryptocurrencies, NFTs, tokenised assets, and other forms of digital property. This article examines whether blockchain-based smart contracts may be used in family law, particularly in relation to marital property agreements, digital asset management, periodic payments, and the enforcement of clearly defined financial obligations. The article distinguishes between three concepts: a smart contract as computer code, an electronic contract as a legally recognised form of communication, and a smart legal contract as a legally enforceable agreement whose performance may be partly automated by code. It argues that, under Ukrainian family law, a smart contract cannot replace a marriage contract, since a marriage contract must be concluded in writing and notarised. Nor can smart contracts regulate personal non-property relations, child residence, custody, parental participation in upbringing, or other matters requiring judicial discretion and assessment of the child's best interests. The article proposes a hybrid model. The legal validity of the parties' arrangement should be ensured by a traditional written and notarised marriage contract or other family-law agreement. A blockchain-based smart contract may then operate only as an auxiliary mechanism for the automated execution of specific, measurable, and property-related obligations. Such automation must remain subject to judicial control, suspension mechanisms, data protection safeguards, and remedies where execution conflicts with a court decision, public policy, changed circumstances, or the interests of a child.

Keywords: Smart contract; smart legal contract; family law; marital property; marriage contract; digital assets; blockchain; alimony; judicial control; data protection.

* Corresponding author: Buletsa Sibilla. *E-mail: sibilla.buletsa@uzhnu.edu.ua*

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1. Introduction

If there is one country where the boundaries between traditional bureaucracy and digital innovation are blurring the fastest, it is Ukraine. Ukraine ranked first in Chainalysis's cryptocurrency adoption index, adjusted for population, and eighth in the overall ranking of 151 countries, which took into account the use of various crypto services, ranging from centralised exchanges to DeFi solutions and institutional activity. This reflects the high intensity of crypto-asset usage relative to the population (Kocherhina, 2025). Furthermore, the Ukrainian government's digital transformation initiatives have created a unique environment for modern couples. In late 2024, Ukraine made the front pages of the world's media by becoming the first country in the world to allow online marriages to be registered via the state digital portal 'Diya'. In this era of rapid technological development, smart contracts have emerged as a revolutionary solution, transforming the way agreements are made and upheld. For centuries, the foundation of marriage and civil partnerships has been built on trust, commitment, and a significant amount of legal documentation. From joint bank accounts to prenuptial agreements, bringing two lives together requires navigating a complex system of legal and financial obligations.

This article argues that a smart contract should not be treated as an autonomous family-law agreement. In marital property relations, its proper role is auxiliary: it may automate the performance of specific, measurable, and property-related obligations arising from a legally valid agreement concluded in the form required by national law. In Ukraine, this means that a smart contract cannot replace a written and notarised marriage contract, but it may assist in executing certain financial or digital-asset provisions of such a contract.

2. Literature review

Specific aspects of family (marital and family) legal relations have been examined in the works of T. Bodnar, V. Vatras, L. Didenko, Elisa Mik, Michèle Finck, R. Rachynskyi, O. Safonchyk, I. Serdechna, V. Cherneha, Fabio Bassan, Maddalena Rabitti, and other scholars. The issue of smart contracts is being studied by Ukrainian and foreign scholars, among whom the works of A. Stankevich, E. Michurina, and Ágnes Juhasz are particularly noteworthy; in international academia, the concept of the smart contract was first formulated by Nick Szabo in the mid-1990s. Given this context, it is necessary to clarify what a smart contract is as a legal instrument and what role it might play in the field of family law. Despite the existence of a significant number of works devoted to smart contracts in the field of private law, contemporary legal doctrine still lacks a comprehensive approach to defining their specific role within family legal relations. Most existing studies focus either on a general characterisation of smart contracts as a type of electronic transaction or on

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their use in the fields of finance, digital assets, and decentralised services. However, questions remain insufficiently explored regarding the limits of the automation of family law obligations, the admissibility of using smart contracts to regulate matrimonial property relations, and the relationship between the algorithmic enforcement of contractual terms and notarial form, judicial oversight, and the principle of the best interests of the child. It is precisely this gap that necessitates a comprehensive study of smart contracts as a technological tool that can be used in family law, only provided that the limits of their application are clearly defined in law.

3. Research methodology, theoretical and practical implications

The study uses formal-legal, comparative-legal, doctrinal, legal-modelling, and case-study methods to analyse the role of smart contracts in marital property relations. Its aim is to determine whether smart contracts may be used as legally relevant tools for regulating financial and property obligations between spouses, especially in relation to digital assets, alimony, and marriage contracts. The theoretical implication of the research is the distinction between a legally valid family law agreement and a smart contract as a technological mechanism for its automated execution. The practical implication is that smart contracts may increase transparency, efficiency, and security in the performance of clearly defined obligations, but they cannot replace notarisation, judicial control, or assessment of fairness. The study supports a hybrid model in which traditional legal agreements ensure validity, while blockchain-based smart contracts automate only specific property and financial obligations. The aim of the study is to determine the scope and conduct a civil law analysis and characterisation of smart contracts (agreements) in family law relationships. To achieve the aim of the study, it is appropriate to pose the following research questions: firstly, can a smart contract be regarded as a legally valid instrument for regulating matrimonial property relations under the law; secondly, which specific elements of family legal relations can be automated without violating the principles of family law; thirdly, what legal and technical constraints hinder the application of smart contracts in the areas of marriage contracts, maintenance obligations and the management of spouses' digital assets; fourthly, which model combining notarial form, judicial oversight and blockchain automation is most suitable for the Ukrainian legal system. The research hypothesis is that smart contracts can only be effective in automating the property and financial aspects of family legal relationships, in particular with regard to digital assets, periodic payments and the fulfilment of specific conditions of a marriage contract but are unable to replace traditional legal mechanisms where judicial discretion, an assessment of fairness, the protection of

the weaker party or consideration of the best interests of the child are required. In this regard, the most promising approach is a hybrid model, under which the legal validity of a family law agreement is ensured by the provisions of national law and notarial formalities, whilst the smart contract performs a supporting function of automated technical execution.

4. Concept and Legal Nature of Smart Contracts

Smart contracts are self-executing contracts whose terms are directly encoded in code; in other words, they are self-executing computer programmes running on a blockchain. A blockchain is a decentralised ledger that records and verifies financial transactions across multiple computers or nodes, with information accessible to all participants in the blockchain. This technology ensures that all participants have access to the same information, creating a reliable system that is protected against unauthorised access. Consequently, these contracts are stored on a decentralised blockchain network (such as Ethereum), which makes them immutable and transparent. Ethereum is a blockchain platform on which users can trade cryptocurrencies and enter into smart contracts (Gayton, 2016). Contracts-on-chain make contracts easier, safer, and more transparent by using blockchain technology. They can record not only the final agreement but also the whole negotiation process, the parties' consent, signatures, payments, and even some dispute resolution steps. Unlike ordinary smart contracts, contracts-on-chain are more flexible because the parties can choose how much blockchain they want to use. They may use it only to timestamp documents or use it for the full contract process, from negotiation to execution (Bassan & Rabitti, 2024).

Once the conditions specified in the contract have been met, it is automatically executed, thereby eliminating the need for intermediaries. It should be noted that there is no universally accepted definition of a smart contract (Cieplak & Leefatt, 2017; Hansen & Reyes, 2017). In the mid-1990s, the general concept of a smart contract was interpreted broadly (R3 & Norton Rose Fulbright, 2016). Nick Szabo, widely known as the creator of the smart contract concept (Szabo, 1996), defined a smart contract as 'a set of promises set out in digital form, including protocols within which the parties fulfil these promises'. Sabo believed that smart contracts should be embedded in the real world for their implementation and proposed incorporating contractual provisions into everyday objects. In contemporary legal doctrine, a smart contract is defined as a legal transaction - a type of electronic contract - recorded in the form of specific algorithmic, step-by-step software actions using exclusively Boolean logic, which records and ensures the transfer of property rights in a digital environment (Stankevich, 2025, pp. 292).

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Lisa Mik noted that smart contracts can hardly be regarded as a semi-mythical technology liberating the contracting parties from the shackles of traditional legal and financial institutions (Mik, 2017, pp. 295). One must agree with E.O. Michurin that a smart contract may be part of or perform a legally valid contract; therefore, when concluding it, the requirements of civil law must be observed, regarding the time of conclusion and the legality of the transaction. The automation of the performance of contractual obligations by means of algorithmic coding does not constitute sufficient grounds for recognising a smart contract as a legally valid transaction. To be valid, it must comply with the provisions of civil law and not contravene any statutory restrictions. Consequently, only those smart contracts that are concluded in compliance with the requirements of civil law, the principles of freedom of contract, good faith, and the prohibition of abuse of rights are legally valid. A smart contract is not merely an electronic contract, but a programmable system that automatically fulfils obligations according to a specified algorithm. Smart contracts enable the automated (programmed) performance of contracts.

A. Savelyev noted that smart contracts create tensions with traditional contract law because blockchain has no central authority for governments to control. The article highlights a key governance problem: how can state power be applied to decentralized blockchain systems? It suggests two imperfect solutions: giving governments special "superuser" powers or using traditional legal enforcement against the individuals involved offline (Savelyev, 2017, pp. 130). The practical relevance of smart contracts in matrimonial relationships is borne out by specific examples of their use in international practice. Having defined the legal nature of a smart contract, let us consider how this technology is already being applied in family law in practice. One of the first documented examples serves as an illustration of the practical application of smart contracts in matrimonial relationships: the conclusion of a prenuptial agreement in the form of a smart contract on the Ethereum platform in 2016. Several publicly reported examples demonstrate the technical possibility of using blockchain in intimate or family-related contexts. These include experimental prenuptial arrangements deployed on Ethereum, symbolic exchanges of NFTs as wedding rings, and proposals for blockchain-based marriage smart contracts. These examples are useful as illustrations of technological capacity: blockchain can record consent, timestamp documents, transfer tokens, and automate certain actions. However, they should not be treated as evidence that such instruments are legally valid marriage contracts or enforceable family-law agreements. Their legal effect depends on the applicable national law, including rules on form, notarisation, fairness, disclosure, public policy, and judicial review. For this reason, such examples are illustrative rather than normative (Gayton, 2016). This example,

despite a certain non-standard nature of some of the conditions, clearly demonstrates the technical capabilities of smart contracts for formalizing agreements between partners.

Ben Chester Cheong discusses the concept of a "marriage smart contract" (MSC), referring to a blockchain-based arrangement that may operate similarly to a prenuptial agreement. In late 2018, two individuals in Austria reportedly entered into marriage while also being bound by such a smart contract. The MSC was designed to regulate the management of spouses' common property and potentially assist in its division upon divorce. Legally, an MSC is not necessarily a contract in the strict doctrinal sense. Rather, it may be viewed as a technological expression of party autonomy within matrimonial property law. Its validity depends on whether it satisfies the formal and substantive requirements of the relevant legal system. Technically, an MSC can be deployed on the Ethereum blockchain through a smart contract written in Solidity, which is like JavaScript, and deployed to the network. Deployment requires an Ethereum account, a wallet address, and sufficient Ether to pay transaction or "gas" fees. Although blockchain technology may provide transparency and automation, courts may still review such agreements for fairness, legality, and compliance with family law principles (Cheong, 2022). At the same time, the examples given are illustrative rather than normative, since the very fact of using blockchain does not mean that such a tool is automatically recognized as a full-fledged marriage contract.

In parallel with the described example, other forms of digital confirmation of marriage using blockchain technology are being developed. Thus, during the wedding, two employees of the Coinbase platform exchanged NFTs (non-fungible tokens) as virtual wedding rings: in Jewish tradition, the word "tabaat" means both "token" and "engagement ring", which gave this gesture a symbolic meaning. A smart contract deployed on the Ethereum platform sent tokenized digital artwork to the couple's cryptocurrency wallets, permanently locking this exchange to the blockchain ledger (Hall, 2021).

5. Ukrainian Legal Framework for Marital Property Relations

Smart contracts in the field of marital relations are designed to formalize the property and financial aspects of married life using blockchain technology. Instead of a traditional paper marriage contract, a smart contract can determine the order of distribution of assets - both traditional and digital - in the event of divorce, outline the financial obligations of the parties, the terms of alimony payment, or the distribution of specific property. The fundamental difference from a regular contract is that such a contract is executed automatically at the time of the occurrence of pre-agreed conditions, without the need to go to court or involve enforcement officers.

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At the same time, the automation of execution does not mean the complete elimination of traditional legal procedures at the stage of concluding a contract. The notary retains his role in the process of preparing the agreement: he ensures compliance with the legal requirements for informing the parties, exchanging documents, and meeting the established deadlines before signing. Thus, a smart contract automates the performance of obligations under a marriage contract, while its conclusion continues to take place with the participation of a notary.

Despite the originality of the above examples, the use of smart contracts in marriage and family relations remains mainly experimental and requires careful legal consideration. For example, complex smart contracts can lock in funds that are released after a certain time of marriage, encouraging couples to stay together financially. Conversely, some experimental contracts allow funds to be transferred to charity if one of the partners files for divorce, or to distribute them differently if both parties agree. Also, smart contracts can automate micro-arrangements of marriage, such as homework, joint expenses, and behavioural obligations, as well as the transfer of ownership, that is, it can be automatically formalized, issued, and registered if one of the spouses refinances the mortgage only in their name. Executive authorities can automatically issue orders to prove the delay in child support payments, saving judicial resources on enforcement documents (Yin, 2021).

The main technical features of a smart contract are self-executability, immutability of the record on the blockchain, and transparency for participants in the respective network. It is these characteristics that determine its practical attractiveness for the automation of property and financial obligations. Thus, the criterion for the admissibility of the use of a smart contract in family law should be considered not the fact of the digital form of the transaction, but a combination of three conditions: the property nature of the relevant obligation, the possibility of its clear formalized expression in algorithmic form, and the absence of the need for further discretionary intervention by the court or other competent authority. If at least one of these conditions is missing, full automation of legal relations is legally risky and potentially incompatible with the nature of family law.

For effective legal regulation, it is necessary to supplement the Civil Code of Ukraine with provisions on smart contracts within the general provisions on contracts. A smart contract must comply with the legal principles applicable to any such contract. In particular, smart contracts must not pose a threat to humanity; smart contracts must not have as their subject matter murder, physical violence, or the humiliation of a person; smart contracts are governed by the contract law of the state in whose territory the parties are situated, and if the parties are situated in different states, in accordance with the provisions of private international law (Michurin, 2025, pp. 58).

The introduction of smart contracts into family law could simplify the technical implementation of certain property and financial arrangements between spouses. At the same time, they should not be used to automatically resolve issues of custody, guardianship, or the determination of a child's place of residence. The key advantage of a smart contract as a technical mechanism for enforcing a marriage contract lies in the fact that it ensures the recording of transactions, automatically notifies the parties, and reduces the risk of disputes regarding the authenticity of digital transactions. Smart contracts provide for simple and quantifiable terms and are useful for many agreements between the parties. They can ensure greater accessibility and efficiency, reduce costs, and speed up the process of concluding a legal transaction. If lawyers embrace smart contracts and begin to work with them, these two approaches will be able to coexist, and the quality of contracts will improve. Artificial intelligence can assist lawyers by helping to increase efficiency and cost-effectiveness (SD Law, 2025). To protect their cryptocurrency, spouses must enter into a notarised prenuptial agreement, as a smart contract on the blockchain is not a legally recognised substitute for a prenuptial agreement in Ukraine. The prenuptial agreement must clearly set out the legal regime governing digital assets. For example, any cryptocurrency acquired by Partner A, held in the wallets specifically listed in Appendix 1, or purchased using funds from Partner A's personal bank account, remains the sole personal property of Partner A. Although a paper agreement serves as legal evidence in court, the couple may still use a multi-signature (multi-sig) wallet to manage their joint funds. In the event of a divorce, a notarised prenuptial agreement specifies *how* the assets are to be divided, whilst the multi-signature wallet ensures that neither party can abscond with the joint cryptocurrency before the legal division is finalised.

In view of the above, the most sensible and prudent solution would be to clearly and unambiguously list each spouse's digital assets in the marriage contract, which is quite complex, as many everyday digital items (such as online vouchers and accounts) are not usually regarded as assets. In the future, compiling a list that includes all the spouses' password-protected data storage devices and login credentials for digital accounts, together with the relevant passwords and details of any cryptocurrencies they own, may prove to be a serious challenge and, in some cases, an insurmountable obstacle.

We need to agree with Juhasz Agnes that establishing a clear definition and categorization of digital assets is crucial, as their legal classification as a distinct "thing" depends heavily on the flexibility and specific criteria—such as tangibility—of a given country's national private law (Juhász, 2025a, pp. 139). According to Article 60 of the Family Code of Ukraine (Family Code of Ukraine, 2002) The property acquired by the spouses during the marriage belongs to them as the right of

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joint marital property. This rule also applies to digital assets, including bitcoin, stablecoins, NFTs, and other crypto assets, regardless of whose name the exchange account is registered in or who owns a hardware or cold wallet. In practice, during the consideration of divorce cases, disputes over the division of digital assets arise more often. One of the key challenges is the deliberate concealment of cryptocurrency assets by one of the spouses. In cases where a smart contract automatically transfers part of the income of one of the spouses to an anonymous digital wallet, such assets fall under the regime of joint marital property in any case. Family lawyers have already established that decentralized assets such as cryptocurrencies make it difficult to establish an individual's wealth for the purposes of financial proceedings. Without access to a person's wallet, the only way to determine even the existence of an asset would be to determine the funds used to acquire it. This fact-finding procedure becomes almost impossible if a person receives payment in part or exclusively in cryptocurrency. At the same time, establishing and proving the existence of such assets requires specialized forensic analysis [1], A self-executing smart contract fixed in the blockchain cannot replace a marriage contract within the meaning of the current legislation of Ukraine. Even though the Civil Code of Ukraine recognizes the legal force of electronic transactions, a marriage contract in accordance with Article 94 of the Family Code of Ukraine is subject to mandatory notarization. A smart contract, as a technological tool, does not ensure the fulfilment of this imperative legal requirement and therefore cannot give rise to legal consequences inherent in a marriage contract. Automatic distribution of digital assets or fulfilment of alimony obligations is possible only if there is a reliable confirmation of legally significant facts, in particular, divorce, entry into force of a court decision, or a change in the property status of the parties, whose legal status requires special regulation.

Charlotte R. Young determines that the main problems of smart contracts are: the need to translate natural language into program code; influence on traditional legal concepts of concluding contracts; performance problems; as well as contradictions with the legal regime of electronic transactions, such as "clickwrap". In order to overcome these problems, regulations should require the use of authorized registers and provide a legal requirement of reciprocity between the parties (Young, 2018, pp. 654, 677). In the United States, small steps have been taken in the right direction; Ledgers and blockchain code are now permissible in lawsuits in some states. Such publicity can only increase the likelihood that blockchain and smart contracts will continue to grow in popularity, and it is therefore imperative that the legal industry innovates accordingly (Kempster, 2018).

Júhasz Ágnes points out that the field of family law encompasses relationships characterized by emotional and social aspects, with the fundamental principle being the assumption of mutual trust between family members, including spouses. In cases where a court decision is necessary, the judge is often guided by the principles of fairness and equality, giving due consideration to factors such as the best interests of the child or the personal needs of the parties. In addition, circumstances change frequently, which is accompanied by changes in family relationships. Unlike the peculiarities of traditional family relationships, smart contracts are governed by artificial logic, within which it is impossible to interpret human intentions and emotions; The code is not able to take into account the above aspects, but only fulfils the terms of the contract that were established in advance. In addition, the inflexibility of smart contracts makes them unsuitable for adapting to changing life circumstances. In order to protect the principles of legal certainty, flexibility, and fairness, it is necessary that smart contracts are used with the utmost care and in accordance with the relevant legal framework (Juhász, 2025b, pp. 106).

Smart contracts have the potential to revolutionize family law, providing efficiency, transparency, and security. By automating the execution and enforcement of contracts, families can save time, reduce disputes, and have more control over their legal matters. With the advancement of technology, lawyers and families need to keep abreast of and adapt to changes in contract law for the modern family (Hassan, 2024). The automated implementation of agreed terms reduces the risk of conflicts and reduces the need for legal mediators, allowing families to avoid some of the costs associated with traditional legal services. However, the legal framework for smart contracts in family law remains unformed: the lack of clear precedents and legislative regulation creates uncertainty about their enforceability in court. The transparency of blockchain, being an advantage in terms of verification, at the same time generates risks of privacy violations in sensitive family matters. Finally, the rigid structure of smart contracts can contradict the dynamic and emotionally coloured nature of family legal relationships, which often require flexibility and adaptation to unpredictable circumstances. Despite these limitations, further exploration of the potential of smart contracts in family law could open up new opportunities for asset management, transparency, and conflict prevention (Juhász, 2025b, pp. 99).

Harmonization of legal standards through international treaties, national legislation, or court decisions is a prerequisite for the full integration of smart contracts into family law practice. The legal nature of a marriage contract is characterized by a combination of features of family and contract law, which in practice determines the dubitability of issues regarding the permissible content and boundaries of the principle of freedom of contract. In accordance with the 2009 CEFL Principles

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(Boele-Woelki, 2005, pp. 160–168), This is an agreement concluded before marriage, according to which the future spouses choose the property regime. At the same time, there is a broader approach, which also covers agreements between spouses regarding individual transactions — gift, sale, loan — and agreements on the division of joint property (Juhász, 2025b, pp. 100).

6. Comparative-law perspective

Comparative analysis should distinguish between two questions. The first is whether crypto-assets, NFTs, or other digital assets may be recognised as property. The second is whether such assets may be included in the pool of matrimonial assets and divided upon divorce. These issues are related but not identical. A court decision recognising cryptocurrency as property for the purpose of an injunction does not automatically resolve how such assets should be divided between spouses.

At the European level, data protection law imposes additional limits. Blockchain transparency may conflict with privacy in family-law matters, which often involve sensitive financial and personal information. Under the GDPR, principles such as purpose limitation, data minimisation, storage limitation, and security of processing are particularly important. Where smart contracts involve automated decision-making that significantly affects individuals, safeguards such as human intervention, contestability, and explanation may be required.

Scotland should adapt its private law to support digital assets, DLT, and electronic trade documents, as these technologies are increasingly important for trade and financial innovation. Cryptoassets should be clearly recognised as a form of property in Scots law, with rules on ownership, transfer, and protection of good faith purchasers. There is also a need to reform enforcement procedures, because traditional diligence methods are not well-suited to cryptoassets. Overall, Scotland should take a simple, technology-neutral approach while monitoring international private law developments to ensure legal certainty and support innovation (Ripley et al., 2025).

Malaysia and Singapore offer unique examples of legal pluralism, having successfully harmonised these legal systems even before the advent of smart contracts. The integration of smart contracts into these frameworks showcases the ability of these jurisdictions to balance innovation with tradition, effectively governing both conventional and digital transactions (Song & Tan, 2024, pp. 323–357). In Article 11 (2) of the Singapore law Electronic Transactions Act 2010, it is noted that "Where an electronic communication is used in the formation of a contract, that contract is not to be denied validity or enforceability solely on the ground that an electronic communication was used for that purpose" (Electronic

Transactions Act of Singapore, 2010). Smart contracts can be legally binding provided they satisfy standard contract principles (offer, acceptance, intention to create legal relations, and consideration). Singapore's Family Division of the High Court recognizes digital assets (like Bitcoin) as matrimonial assets subject to division. Smart contracts and blockchain ledgers play a critical role in verifying ownership and tracing these assets during divorce proceedings (UTL v UTM, 2019). Singaporean case law has also recognised digital assets as capable of proprietary protection. In CLM v CLN, (CLM v CLN, 2022) The High Court treated cryptocurrency as property capable of being protected by proprietary injunctions. In *Janesh s/o Rajkumar v Unknown Person ('CHEFPIERRE')*, SGHC 264, (Janesh s/o Rajkumar v Unknown Person, 2022) The High Court came to a similar decision, albeit in the context of a Non-Fungible Token ("NFT"). Also, in Singapore, only 'matrimonial assets' are subject to division post-divorce. The term 'matrimonial asset' is defined in section 112 (10) of the Women's Charter, as: *"... any other asset of any nature acquired during the marriage by one party or both parties to the marriage, ..."*. This definition is, of course, subject to exceptions that we will not discuss in this article. It is notable, however, that this definition is *very broad*. It encompasses *any* asset of *any* nature acquired during the marriage (Women's Charter, 1961). These cases are important because they support the proprietary character of digital assets. However, they were not primarily matrimonial property division cases. Therefore, they should be used cautiously: they support the proposition that digital assets may be property, but they do not by themselves establish the rules for their division upon divorce. While courts must issue the initial maintenance and financial orders, family lawyers and tech experts have explored how programmable, blockchain-based escrow or automated transfer systems could eventually be used to execute and track court-mandated spousal or child support payments.

The comparative-law analysis, therefore, supports the same conclusion: smart contracts may assist in performance, evidence, and asset administration, but they do not eliminate formal requirements, judicial control, or mandatory protections in family law.

Before concluding a marriage contract, the spouses must evaluate their assets and draw up a preliminary description of the property, which will become the basis of the contract. This description may also include digital assets, although the inclusion of these elements is much more complicated for spouses. As Luboslav Sisak noted (Sisák, 2021, pp. 670), A smart marriage contract has three main functions. Firstly, it serves as a list of assets of the spouses, which the spouses can expand or contract. It is important that all actions, including the addition or removal of assets, are confirmed by the other spouse; This ensures that both spouses are aware of each

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other's actions. Although this method seems complicated, it is in the best interests of the spouses and simplifies the process compared to the traditional amendment of the marriage contract. In the case of a written contract, all amendments, including changes to the description of the property, must be certified by a notary, which takes time and entails additional costs for the spouses. The use of a smart contract avoids these costs. Secondly, a smart marriage contract functions as a joint digital wallet of the spouses, serving as a savings account for them. Thirdly, a smart marriage contract can serve as a tool for the distribution of marital property in the event of termination of the property regime. "Smart" marriage contracts can contribute in many ways to the inclusion of digital assets in marital property. Blockchain-based transactions and shared digital wallets solve one of the biggest problems of traditional property contracts: digital asset management. In addition, smart contracts are the only solution capable of maintaining an up-to-date list of digital assets and managing their rapidly changing value.

In the context of family law, digital assets on the blockchain pose two challenges. First, they are easy to hide and expensive to look for if they are hidden. Secondly, they are difficult to estimate because there is a market value, there is how much has been paid, and there is how much they can be worth. However, their cost can change very quickly and dramatically. Another problem is that valuing tokens that are different from cryptocurrencies requires a different set of skills. When trying to determine the value of these assets, it is extremely important that the neutral party is knowledgeable about cryptocurrencies, blockchain, tokens, and other digital assets to ensure that this process is effectively guided. From the perspective of the spouse leaving the marriage, it is more difficult to predict whether they should take cryptocurrency as compensation or allow the other party to keep it for themselves (Garrie et al., 2022).

7. Oracles, suspension mechanisms, remedies, and data protection

A smart contract cannot independently determine many legally significant facts. It cannot, by itself, know whether a divorce judgment has entered into force, whether a maintenance order has been modified, whether a child's needs have changed, whether a spouse's income has decreased, or whether enforcement would contradict a new court decision. For this reason, smart contracts depend on external sources of information, commonly referred to as oracles.

In family law, the oracle problem is particularly sensitive. The triggering event for automated execution must be legally reliable. For example, a smart contract distributing digital assets upon divorce should not execute merely because one spouse declares that the marriage has ended. Execution should depend on

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confirmation from an authoritative source, such as an official register, a notarised document, or a final court decision. The legal status, liability, and technical reliability of such oracles should therefore be regulated.

Smart contracts used in marital property relations should also contain suspension mechanisms. A court, notary, or authorised enforcement body should be able to suspend automated execution where there is a dispute, a risk of irreparable harm, a possible violation of a child's rights, evidence of coercion or fraud, or a substantial change in circumstances. Without such a mechanism, automatic execution may produce results that are technically correct but legally unjust.

Remedies must also be available after execution. If a smart contract transfers assets contrary to a court decision or mandatory family-law rule, the affected party should be able to seek restitution, compensation, invalidation of the underlying agreement, or other remedies under civil and family law. The immutability of blockchain records should not be confused with the irreversibility of legal consequences. A blockchain transaction may be technically difficult to reverse, but the law may still impose obligations to return assets or compensate the injured party.

Data protection is another central concern. Family-law matters involve sensitive information concerning income, property, children, residence, maintenance, and private life. Therefore, smart contracts should be designed according to the principles of purpose limitation and data minimisation. Only the information strictly necessary for the execution of the relevant obligation should be processed. Sensitive family data should not be placed directly on a public blockchain. Where blockchain is used, privacy-preserving methods should be preferred, including off-chain storage, hashed references, permissioned access, encryption, and role-based disclosure.

The use of blockchain in family law is therefore acceptable only if automation is combined with legal safeguards: authoritative oracles, suspension mechanisms, judicial remedies, and privacy protection.

At the same time, the use of oracles must comply with the principles of minimizing personal data, targeted use of information, and protecting privacy (Chougule & Cantisani, 2024, pp. 142–143). Oracles are important because they allow smart contracts and blockchains to use information from the real world, such as prices, dates, weather, or legal events. Without oracles, blockchains remain isolated and cannot fully support many practical applications. However, oracles also create risks because the data they provide may be inaccurate, manipulated, or come from an unreliable source. For this reason, trust, security, privacy, cost, and performance are major challenges. In my opinion, oracles are necessary for the future use of smart contracts, including in business and law, but they must be carefully designed, decentralized, and legally reliable (Ezzat et al., 2022, pp. 20–21). Blockchain tokens do not always represent separate legal rights or real-world assets. Cryptocurrencies

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like Bitcoin and Ether have value as tokens themselves, while NFTs may be valuable because they are unique or collectible. Therefore, owning a token must be distinguished from owning the asset or right linked to it. Even if the underlying right or asset disappears, the NFT may still exist as a digital object. The main legal question is whether such tokens can be owned as property (Kaisto et al., 2024, pp. 15). Tokenization — the process of digital representation of a real asset in the form of tokens on the blockchain — opens fundamentally new opportunities in the field of settling marital property relations. The transfer of a token legally means the transfer of ownership or beneficial interest in the underlying asset. In the digital economy, such a transfer can be carried out in real time — without the involvement of intermediaries and traditional registration procedures. Therefore, in relation to matrimonial settlement agreements, not only will they be independently valid for the exchange of money, but the beneficial interests can also be immediately distributed. In the age of cryptocurrencies and other digital assets, an exchange or sale can be immediate (Abrigo, 2025).

In family law, the first opinion sees tokenization as a practical tool for matrimonial settlements because transferring a token can immediately transfer ownership or a beneficial interest in the underlying asset. This view supports the use of blockchain in divorce agreements, since spouses could divide tokenized property, money, shares, or other assets quickly and without intermediaries. The second opinion is more cautious and argues that ownership of a token must be separated from ownership of the right or asset represented by that token. According to this view, an NFT or token may have value as a digital object itself, but it does not always prove that the holder owns the real-world asset connected to it. In conclusion, tokenization can modernize family law by making marital property division faster and more efficient, but courts and legislation must clearly distinguish between owning the token and owning the underlying matrimonial asset.

Logic-based smart contracts are often better aligned with legal contracts than imperative smart contracts because they make contract terms clearer, reduce interpretation gaps, and support the contract lifecycle more naturally. Blockchain can help with consideration, publication, storage, notarization, and execution of smart contracts, but problems remain with modification, termination, computational complexity, and cost. Therefore, declarative and imperative approaches should be seen as complementary rather than mutually exclusive (Governatori et al., 2018, pp. 24–25). The effectiveness of smart contracts in family law depends on whether the relevant legal system recognizes blockchain records, electronic transactions, and automated execution of contractual terms. In most jurisdictions, smart contracts do

not replace family law contracts but can be used as a technical tool for the fulfillment of individual property obligations.

8. Digital assets in marital property relations

Digital assets create specific difficulties in marital property disputes. These difficulties concern identification, legal qualification, valuation, and enforcement. Combining a traditional marriage contract with a smart contract could be an effective way of managing a couple's digital assets. However, automating financial relations between spouses may have negative consequences and create risks. Despite its practical potential, the use of smart contracts in matrimonial property relations carries several risks.

Firstly, there is a risk of errors in the programme code. An incorrectly worded or inaccurately coded condition may result in automatic execution that does not correspond to the actual intentions of the parties or the content of the notarised agreement. In family law, this is particularly dangerous, as such an error could result in the unauthorised withdrawal of funds, the transfer of digital assets, or a breach of one spouse's property rights.

Secondly, the static nature of smart contracts poses a problem. Family legal relationships are dynamic in nature: the parties' incomes, state of health, family composition, the child's needs, the spouses' financial circumstances, or other life circumstances may change. The code is not always capable of taking such changes into account on its own, so automatic execution should only be permitted in respect of clearly defined property obligations.

Thirdly, the issue of external data sources — so-called oracles — is of particular significance. A smart contract cannot independently establish the fact of a divorce, the entry into force of a court order on maintenance, a change in the payer's income, or any other legally significant circumstance. Such facts must be confirmed via external sources. However, the use of oracles partially reduces the level of automation, as an additional intermediary is introduced between the occurrence of a legal event and the execution of the smart contract.

Fourthly, the use of oracles and blockchain ledgers poses privacy risks. Family law deals with sensitive information: income, assets, maintenance payments, digital assets, data on children, and other aspects of private life. Therefore, only the minimum necessary information should be transferred to such systems, and this should be used exclusively for the fulfilment of a specific obligation. It is unacceptable to use this data for unrelated purposes, in particular profiling, advertising, marketing, or disclosure to third parties, without the data subject's free and explicit consent. Michèle Finck noted that the GDPR does not completely prohibit smart contracts, but it restricts their use when they make solely automated

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decisions that significantly affect individuals. Such smart contracts must allow safeguards, including human intervention, explanation of the decision-making process, and protection of the data subject's rights. Smart contracts can be compatible with Article 22 GDPR if they meet one of the legal exceptions and include the safeguards required by the GDPR. This means that full automation may need to be limited in some cases. However, these requirements can encourage the development of smarter and more legally compliant smart contracts. Overall, the GDPR supports innovation while ensuring that automation does not undermine fundamental rights (Finck, 2019, pp. 90).

Fifthly, there is a risk of digital inequality. Not all parties to family legal relationships possess a sufficient level of technical literacy to understand the implications of using smart contracts. Therefore, before entering into a marriage contract incorporating elements of blockchain automation, the parties must receive appropriate legal and technical guidance. A key prerequisite for the implementation of such tools is ensuring the digital literacy of the parties and the accessibility of the relevant technologies.

Consequently, the use of smart contracts in family law is only possible provided that technological automation is combined with legal safeguards: notarisation of the agreement, judicial oversight in the event of a dispute, minimisation of personal data, the targeted use of information, and the ability to suspend or modify automatic execution in cases where the rights of the parties or the interests of the child are infringed.

To systematise the permissible limits of the use of smart contracts in family law, it is advisable to categorise the relevant legal relationships according to their suitability for automation.

Table 1. Family legal relations by degree of suitability for automation through smart contracts

Type of relationship or obligation	Suitability for automation	Smart contract possible?	Notarial form required?	Judicial control required?	Comment
Management of a joint digital wallet between spouses	High	Yes	Not generally, unless included in a marriage contract or other notarised agreement	In case of dispute	Suitable where both spouses consent and rules on access, transfers, and limits are clearly defined. A multi-signature wallet may provide additional protection.
Automatic payment of agreed household expenses, utilities, rent, or loan instalments	High	Yes	Not generally	In case of dispute	These are recurring financial obligations capable of algorithmic expression. Automation should not affect third-party rights or mandatory enforcement rules.

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Type of relationship or obligation	**Suitability for automation**	**Smart contract possible?**	**Notarial form required?**	**Judicial control required?**	**Comment**
Recording spouses' contributions to the acquisition of property	Medium to high	Yes, as an evidence-supporting mechanism	Not necessarily, but desirable if linked to a marriage contract	In case of dispute	Blockchain records may serve as evidence of contributions, but do not conclusively determine ownership shares.
Execution of specific financial terms of a notarised marriage contract	Medium	Yes, as technical execution	Yes, for the marriage contract itself	In case of dispute or unfairness	The smart contract may automate performance, but cannot replace the written and notarised marriage contract required by Ukrainian law.
Distribution of cryptocurrency or tokens after divorce	Medium	Partially	Yes, if regulated by a marriage contract; otherwise, it depends on the settlement form.	Yes, where a dispute exists or a court decision is required	Automation should occur only after legally reliable confirmation of divorce and determination of the parties' rights.

Type of relationship or obligation	Suitability for automation	Smart contract possible?	Notarial form required?	Judicial control required?	Comment
Payment of maintenance or alimony under a court decision	Medium	Yes, only as a payment or tracking mechanism	Not for the court decision; notarisation may be relevant for maintenance agreements	Yes	A smart contract cannot determine the amount or existence of child support contrary to the law. It may only help execute an already established obligation.
Maintenance agreement between spouses or parents, where the law requires a special form	Medium	Partially	Yes, where notarisation is required by law	In case of dispute or child-related concerns	Automation is possible only after the legally valid agreement is concluded in the required form.
Division of the immovable property of spouses	Low	Very limited	Yes, where required by law	Usually, yes, in case of dispute	Requires compliance with property registration rules and cannot be completed solely by blockchain transfer.

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Type of relationship or obligation	**Suitability for automation**	**Smart contract possible?**	**Notarial form required?**	**Judicial control required?**	**Comment**
Conclusion of a marriage contract	Low	No, not as a substitute	Yes	Not normally at the conclusion, but the court may review the validity later	Under Ukrainian law, a marriage contract must be written and notarised. Code alone is insufficient.
Amendment or termination of a marriage contract	Low	No, not as a substitute	Yes, where the original agreement requires a notarised amendment	A court may be required in case of a dispute	Smart-contract code must be amendable or suspendable in line with legally valid changes.
Determination of the child's place of residence	None	No	Not applicable	Yes, where a dispute exists	Requires assessment of the child's best interests and cannot be reduced to algorithmic execution.
Parental participation in upbringing and contact with the child	None	No	Not applicable	Yes, where a dispute exists	Requires flexibility, contextual assessment, and possibility of revision.

Type of relationship or obligation	Suitability for automation	Smart contract possible?	Notarial form required?	Judicial control required?	Comment
Custody, guardianship, and child protection measures	None	No	Not applicable	Yes	These matters belong to the sphere of public-interest and child-protection decision-making.
Personal non-property relations between spouses	None	No	Not applicable	Depending on the matter	Personal duties, affection, cohabitation, or behavioural expectations should not be automated or enforced through smart contracts.
Conclusion or dissolution of marriage	None	No	Governed by statutory procedure	Depending on the statutory procedure	Blockchain may record information, but it cannot replace the legal procedure for marriage or divorce.

Source: Own processing.

The presented classification provides grounds to assert that smart contracts are most effective in the field of clearly defined property and financial legal relations between spouses. By contrast, in those areas of family law where judicial discretion, the principle of fairness, assessment of the parties' conduct, or consideration of the best interests of the child are required, their application is either limited or entirely impermissible.

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In the European legal space, emphasis is placed on the protection of personal data, the proportionality of data processing, and the impossibility of eliminating judicial control in cases involving the interests of the child or public order. International practice confirms the advisability not of fully replacing traditional legal instruments with smart contracts, but of forming a hybrid model for their application. Therefore, the analysis of the legal nature, practical examples, advantages, and risks of smart contracts provides grounds for formulating general conclusions regarding the prospects for their use in family law.

8. Conclusions

Smart contracts may be useful in marital property relations, but only within clearly defined legal limits. Their main function is not to create a new form of family-law agreement, but to automate the performance of obligations arising from an agreement that is already legally valid under national law.

The central distinction proposed in this article is between the legal validity of the family-law agreement and the technical mechanism used for its execution. A marriage contract, maintenance agreement, or settlement agreement derives its legal force from compliance with family and civil law requirements, including capacity, free consent, lawful content, written form, notarisation where required, and respect for mandatory protections. A smart contract, by contrast, is a technological tool that may transfer assets, release funds, record contributions, or execute periodic payments according to pre-programmed conditions.

Under Ukrainian family law, a smart contract cannot replace a marriage contract. A marriage contract must be concluded in writing and notarised. Its content is limited to property relations and certain property rights and obligations of spouses as parents. It may not regulate personal relations between spouses, personal relations between parents and children, reduce the rights of a child, or place one spouse in an extremely unfavourable material position. These limits apply regardless of whether the agreement is performed manually or through blockchain-based automation.

The most appropriate model is therefore a hybrid one. The legal arrangement should be contained in a traditional written and notarised instrument where required by law. The smart contract may then perform an auxiliary role by automating specific, measurable, and property-related obligations. This model is especially suitable for joint digital wallets, periodic payments, recording contributions to joint assets, and distributing cryptocurrencies or tokenised assets after legally confirmed events.

However, smart contracts are unsuitable for matters requiring judicial discretion, fairness assessment, or consideration of the best interests of the child. They should not be used to determine child residence, custody, guardianship, parental contact, or

personal non-property relations. In such areas, algorithmic execution is incompatible with the nature of family law.

The use of smart contracts in family law also requires safeguards. Legally significant triggering events must be verified through reliable oracles or official sources. Courts must be able to suspend or modify automatic execution where it conflicts with a court decision, public policy, changed circumstances, the rights of a vulnerable party, or the interests of a child. Remedies must remain available where automatic execution produces unlawful or unfair consequences. Data protection principles, especially purpose limitation, data minimisation, and privacy by design, must be respected because family-law matters involve sensitive personal information.

Accordingly, smart contracts should complement, not replace, notaries, courts, and traditional family-law instruments. Their value lies in improving transparency, efficiency, and predictability in the execution of valid property agreements. Their legitimacy depends on preserving the protective principles of family law.

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Notes:
[1] forensics, from Latin "foren", refers to a speech before a forum, a statement before a court, or court proceedings; it serves both as a tool for gathering evidence and as a means of minimising unethical business practices with a view to the future