

A Critical Analysis of Dower (*Mahr*) in Islam

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Abstract: Mahr is undoubtedly a significant subject matter for the Muslim society. It is a sum of money or property on which the wife is entitled to receive from her husband in consideration of their marriage. The religion of Islam has maintained a balance in the society between men and women by giving its unequivocal endorsement to a practical division of responsibilities, whereby women are placed in charge of the domestic management of the household, while men are responsible for the maintenance of its victuals and livelihood in a matrimonial family. In this article, an investigation of the real philosophy of mahr has been highlighted to make physical and mental differences between men and women in the practice of discharging their respective familial responsibilities in the internal and external domestic spheres.

Keywords: Mahr, the Qur'an, the Sunnah, Philosophy, Islam

I. INTRODUCTION

The *mahr* is meant to offer the bride a financial security within and after the marriage. It is a divine order by the Almighty Allah. The giving of *mahr* to the bride is an important and mandatory part of the Islamic terms of marriage.¹ The amount of *mahr* is not legally specified, however, a moderation in tandem with the existing social model is strongly recommended. According to the Islamic rules, the *mahr* may be paid earlier to the bride as soon as possible at the time of marriage or deferred² to a later date or a compromise of both.

فَإِنْ طِبَّنَ لَكُمْ عَنْ شَيْءٍ مِنْهُ نَفْسًا فَكُلُوهُ هَنِيئًا مَرِيئًا

At the time of marriage, give the women their dowries willingly as an obligation; but if they, by their own free will, give up to you a portion of it then you may enjoy it with pleasure.³ And a marriage ceremony means that one nuptial party proposes the '*Ijab*' (proposal - إيجاب) willing consent to enter into marriage and the other party expresses '*Qabul*' (acceptance - قبول) of the responsibility at the time of marriage ceremony. The word *mahr* is derived from the Arabic word (مهر). Hebrew *mohar*, 'bridal gift' originally 'purchase-money' which properly means 'friendship' then 'present' a gift given as a result of a marriage contract, as according to the Muslim law, the gift which the bridegroom has to give to the bride when the contract of marriage is made and which becomes the property of the wife.⁴

In the Holy Qur'an, it has also been referred to as al-sadaq (الصداق), la - saduqah (الصدقة), al-nihlah (النحلة), al-ajr (العجر), al-faridah (الفردة) and al-'aqd (العقد). It is a pre-requisite for a marriage as mentioned throughout the Qur'an. The woman may choose to willingly forfeit anything as a reciprocity of the believing man who must offer the dowry with sincere intentions.

In the Islamic Law, *mahr* is a gift from the husband to his bride at the time of marriage. The terms 'dowry'⁵ and bride gift are sometimes used to translate *mahr*. In Islamic marriages, such assets brought into the union by the wife may only be accepted by the husband after the *mahr* has been paid by him to her. In the event that the marriage of the contract does not contain an exact or specified *mahr*, the husband must still pay the wife an equitable sum of money. The requirement of a *mahr* is mentioned several times in the Qur'an and as a Sunnah.⁶

Exponents of Islamic scholars have given many definitions of *mahr* which are as follows: According to the Islamic teaching in Sunnah, *mahr* is the amount of some monetary value to be paid by the groom to the bride at the time of marriage (عقد النكاح) some of which may be delayed according to what has been agreed upon between the spouses. The *mahr* is for the bride to spend as she wishes.⁷

The '*mahr*' is the payment of an agreed sum of money from the intending husband to the intended wife. It is often paid (at least partly) in advance, and should be completed at the wedding. This money belongs exclusively to the bride, and is hers to keep should her husband later divorce her. The *mahr* does not mean so much as a deterrent for the husband to divorce; but seeking a large '*mahr*' is not in keeping with the principles of Islam. Neither is the paying of it to the bride's father or family leader, nor not agreeing to pay it at all. The question of '*mahr*' should never be used as an opportunity as a means to insult a woman, or keep her 'prisoner', or force her to remain unmarried. (2:229, 236-7; 4:4, 19-21, 25). The bride's family should certainly not pay dowry to the husband or his family, the practices of which had been abolished by the Prophet (SAW).⁸ *Mahr* in Islamic Law refers to the gift that must be given by the husband to the wife at the time of wedding.⁹

According to Islamic Family Law (Federal Territories), it is stated that the *mahr* refers to a payment from the husband to the wife that is legally due at the solemnization ceremony, either in the form of money actually paid or recognized as a credit with or without security, or as something that, according to Islamic law, has a monetary value.¹⁰

II. MAHR IN THE HOLY QUR'AN

Allah (SWT) has given a full right of a *mahr* to a woman as mentioned in the Qur'an. The following verses from the Holy Qur'an will, God willing, enable us to understand the word *mahr* as per Allah's laws. The relevant words have been highlighted for emphasis.

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا جَاءَكُمْ الْمُؤْمِنَاتُ مُهَاجِرَاتٍ فَامْتَحِنُوهُنَّ ۗ إِنَّ اللَّهَ عَلِيمٌ بِإِيمَانِهِنَّ ۗ فَإِنْ عَلِمْتُمُوهُنَّ مُؤْمِنَاتٍ فَلَا تَرْجِعُوهُنَّ إِلَى الْكُفَّارِ ۚ لَا هُنَّ حِلٌّ لَّهُمْ وَلَا هُمْ يَحِلُّونَ لَهُنَّ ۚ وَآتُوهُنَّ مَا أَنْفَقُوا ۚ وَلَا جُنَاحَ عَلَيْكُمْ أَنْ تَنْكِحُوهُنَّ إِذَا آتَيْتُمُوهُنَّ أَجُورَهُنَّ ۗ -

O you who believers! When believing women ask for asylum with you, you shall test them. Allah is fully aware of their belief. Once established that they are believers, you shall not return them to the disbelievers. They are not lawful to remain married to them, nor shall the disbelievers be allowed to marry them. Give back the *mahr* (dowries) that the disbelievers have paid to them. You commit no error by marrying them, so long as you pay them their due dowries.¹¹ Allah (SWT) says,

فَأَنْكِحُوهُنَّ بِإِذْنِ أَهْلِهِنَّ وَآتُوهُنَّ أَجُورَهُنَّ بِالْمَعْرُوفِ

So, you shall obtain permission from their guardians before you marry them, and pay them their due *mahr* (dowries) equitably.¹² *Mahr* only for the bride, Allah (SWT) says,

فَأَتَوْهُنَّ أَجُورَهُنَّ فَرِيضَةً وَلَا جُنَاحَ عَلَيْكُمْ فِي مَا تَرَضَيْتُمْ بِهِ مِنْ بَعْدِ الْفَرِيضَةِ ۚ إِنَّ اللَّهَ كَانَ عَلِيمًا حَكِيمًا

So, you give them their bridal due (as) on obligation. And (there is) no sin on you concerning what you mutually agree of it (dowry) from beyond the obligation. Indeed, Allah is All-knowing, All-Wise.¹³

Allah (SWT) has given permission to sexual intercourses with each other by giving the *mahr*.

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا جَاءَكُمْ الْمُؤْمِنَاتُ مُهَاجِرَاتٍ فَامْتَحِنُوهُنَّ ۗ إِنَّ اللَّهَ عَلِيمٌ بِإِيمَانِهِنَّ ۗ فَإِنْ عَلِمْتُمُوهُنَّ مُؤْمِنَاتٍ فَلَا تَرْجِعُوهُنَّ إِلَى الْكُفَّارِ ۚ لَا هُنَّ حِلٌّ لَّهُمْ وَلَا هُمْ يَحِلُّونَ لَهُنَّ ۚ وَآتُوهُنَّ مَا أَنْفَقُوا ۚ وَلَا جُنَاحَ عَلَيْكُمْ أَنْ تَنْكِحُوهُنَّ إِذَا آتَيْتُمُوهُنَّ أَجُورَهُنَّ ۗ وَلَا تُمْسِكُوا بِعِصَمِ الْكَوَافِرِ ۚ وَسَأَلُوا مَا أَنْفَقْتُمْ وَلَيْسَ أَلْوَا مَا أَنْفَقُوا ۚ ذَلِكَ حُكْمُ اللَّهِ يَنْكِحُكُمْ بَيْنَكُمْ ۚ وَاللَّهُ عَلِيمٌ حَكِيمٌ

O you who believers, when believing women (abandon the enemy and) ask for asylum with you, you shall test them. Allah is fully aware of their belief. Once you establish that they are believers, you shall not return them to the disbelievers. They are not lawful to remain married to the disbelievers, nor shall the disbelievers be allowed to marry them. Give back the dowries that the disbelievers have paid. You commit no error by marrying them, so long as you pay them their due dowries. Do not keep disbelieving wives (if they wish to join the enemy). You may ask them for the dowry you had paid, and they may ask for what they paid. This is Allah's rule; He rules among you. Allah is Omniscient, Most Wise.¹⁴

If you divorce the wife before touching her, what is the situation of the *mahr*, Allah (SWT) says,

وَإِنْ طَلَّقْتُمُوهُنَّ مِنْ قَبْلِ أَنْ تَمْسُوهُنَّ وَقَدْ فَرَضْتُمْ لَهُنَّ فَرِيضَةً فَنِصْفُهَا ۚ وَلَمْ يَرْسُتْهُنَّ فَغُلَّةٌ مِمَّا نَسَبْتُمْ لَهُنَّ إِنْ أَنْتُمْ صَادِقِينَ ۚ وَإِنْ أَنْتُمْ كَاذِبِينَ فَمَا تَعْمَلُونَ بِصَدَقَتِكُمْ إِذَا نَسَبْتُمُوهُنَّ بِغَيْرِ حُدُودٍ ۚ وَأَنْ تَعْلَمُوا أَقْرَبُ لِلتَّقْوَىٰ ۚ وَلَا تَنْسُوا الْفَضْلَ بَيْنَكُمْ ۚ إِنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

If you divorce them before touching them, but after you had set the dowry for them, the compensation shall be half the *mahr*, unless they voluntarily forfeit their rights, or the party responsible for causing the divorce chooses to forfeit the dowry. To forfeit is closer to righteousness. You shall maintain the amicable relations among you. Allah is Seer of everything you do.¹⁵

The question of *mahr* after the divorce, Allah (SWT) says,

الطَّلَاقُ مَرَّتَانٍ ۚ فَإِمْسَاكٌ بِمَعْرُوفٍ أَوْ تَسْرِيحٌ بِإِحْسَانٍ ۗ وَلَا جُنَاحَ لَكُمْ أَنْ تَأْخُذُوا بِمَا آتَيْتُمُوهُنَّ مِنْ شَيْءٍ إِلَّا أَنْ يَخَافَا أَلَّا يُقِيمَا حُدُودَ اللَّهِ ۚ فَلَا جُنَاحَ عَلَيْهِمَا فِيمَا افْتَدَتْ بِهِ ۚ إِنَّكُمْ لَعَلَّكُمْ تَعْتَدُونَ ۗ وَمَنْ يَتَعَدَّ حُدُودَ اللَّهِ فَأُولَٰئِكَ هُمُ الظَّالِمُونَ

Divorce may be retracted twice. The divorced woman shall be allowed to live in the same home amicably, or leave it amicably. It is not lawful for the husband to take back anything he had given her. However, the couple may fear that they may transgress Allah's law. If there is fear that they may transgress Allah's law, they commit no error if the wife willingly gives back whatever she chooses. These are Allah's laws; do not transgress them. Those who transgress Allah's laws are the unjust.¹⁶

To show the significance of *mahr*, Allah (SWT) says,

قَالَ إِيَّيْ أُرِيدُ أَنْ أَكْفِكَ إِحْدَى ابْنَتَيْ هَاتَيْنِ عَلَى أَنْ تُأَجِّرَنِي ثَمَانِي جَجَجٍ فَإِنْ أَتَمَمْتَ عَشْرًا فَمِنْ عِنْدِكَ وَمَا أُرِيدُ أَنْ أَسْأَلَكَ عَنْ سِتْرِي إِنْ شَاءَ اللَّهُ مِنَ الصَّالِحِينَ

I wish to offer one of my two daughters for you to marry, in return for working for me for eight pilgrimages; if you make them ten, it will be voluntary on your part. I do not wish to make this matter too difficult for you. You will find me, Allah willing, righteous.¹⁷

In the event of marrying another wife in addition to the present wife, how should the *mahr* be given, Allah (SWT) says,

وَإِنْ أَرَدْتُمْ اسْتِبْدَالَ زَوْجٍ مَكَانَ زَوْجٍ وَآتَيْتُمْ إِحْدَاهُنَّ قِنطَارًا فَلَا تَأْخُذُوا مِنْهُ شَيْئًا ۚ أَتَأْخُذُونَهُ بُهْتَانًا وَإِنَّمَا مُبِينًا

If you wish to marry another wife, in place of your present wife, and you had given any of them a great deal, you shall not take back anything you had given her. Would you take it fraudulently, maliciously, and sinfully?¹⁸

III. MAHR IN SUNNAH

The Dower (*Mahr*), according to the pre-Islamic customs, was to be paid to the father or guardian of the bride (wife), the action of which amounted to a sale, but in Islam, the dower becomes payable only to the bride and the idea of sale disappeared.¹⁹ The Prophet (SAW) set the highest examples of all good principles for his ummah in that regard, so that a clear understanding of the basic principles would be implanted in the society, and the spirit of simplicity in applying them would spread among the people. Our beloved Prophet (SAW) has explained the full right to the woman in Sunnah. The following speech from the Hadiths will, Allah willing, enable us to understand the word *mahr* as per Shari'ah's laws. The relevant words have been highlighted for emphasis:

In the hadith (حديث) of 'Uqbah ibn 'Aamir (RA.), the Prophet (SAW) said:

أَعْظَمُ النِّسَاءِ بَرَكَةً أَيْسَرُهُنَّ مَوْنَةً

The best dowry for woman is that which is easy²⁰ and he (SAW) said; the best of mahrs is the simplest (or most affordable).²¹ Once a woman offered herself to the Prophet (SAW) for marriage. However, one of his Companions desired to marry her, thus, the Prophet (SAW) said regarding the *mahr*: Bring something, even if it be an iron ring. When he could not find even this, the Prophet (SAW) then married her for the dowry so that the man, from this example, would teach other believers whatever concept of the dowry in the Qur'an that he knew. Narrated from Abdullah Ibn Abbas (RA.) what Hazrat Ali (RA) said; I married Fatima (RA) and said 'O messenger of Allah, let me go ahead with the marriage. He said; 'Give her something.' I said; 'I do not have anything.' He said; 'Where is your Hutami shield? , I have it with me. 'He said, give it to her.'²²

This reinforces the fact that in Islam, the *mahr* is not something that is sought for its own sake. Ibn Mazah narrated that 'Umar Ibn al-khattab said; "Do not go to extremes²³ with regard to the dowries of a woman , for if that were a sign of honour and dignity in this world or a sign of piety before Allah, then Mohammad (SAW) would have done that before you. But he did not give any of his wives, and none of his daughters were given, more than twelve uqiyah.²⁴ A man may increase the dowry until he feels a resentment against her and says, "You cost me everything I own, and caused me a great deal of hardship."²⁵

Whoever thinks of increasing his daughter's *mahr* and asking for more than the daughters of the messenger of Allah were given when they were the best women in this world in all aspects – then he is an ignorant fool. This applies even if one is well off and can afford it. With regard to one who is poor, he should not give a *mahr* greater than he can afford to pay without any hardship.²⁶

IV. THE METHODS OF MAHR PAYMENT

There are two principal methods of *mahr* payment according to Islamic scholars.

a) By Specified Mahr or *Mahr e Mosawamah*: This method has been agreed upon by the parties at the time of marriage.²⁷ Specified Mahr or *Mahr e Musawamah* can further be divided into two categories-

- (i) Prompt or *Mahr e Mu'ajjal*: This *mahr* is payable immediately²⁸ upon the marriage under the following circumstances:
 - Only after the payment of dower can the husband enforce his conjugal rights and, if the marriage is consummated, then the wife cannot refuse cohabitation (intercourse) after that.
 - The wife has a right to refuse cohabitation (intercourse) with the husband until she is paid the *mahr*.
 - The period of limitation on demand and refusal of a dowry and any part of it is three years;
 - A Prompt dower (*mahr*) does not become differed after consummation and the wife has the right to demand and sue (petition)²⁹ for it any time;
 - If the wife is a minor, the guardian can refuse to allow the wife to be sent to the husband until the *mahr* is paid.

- (ii) Deffered or *Mahr e Muakkhar* (مهر المؤخر): This type of *mahr* is payable upon dissolution of a marriage either by divorce or by death of a husband.³⁰ Its promise to pay does not make the full amount of *mahr* any less legally required.³¹ There are differences between the nature of *mahr*, definition of proper contract and conditions of enforceability depending on the regional fiqh and school of Islamic Jurisprudence.³²
- b) Customary or *Mahr e Misil* (مهر المثل): This type of *mahr* is not fixed in the marriage contract or even if the marriage has been contracted on the condition that the wife will not claim any *Mahr*, but the wife is legally entitled to a Proper Dower.³³ The amount of monetary value of the dowry is to be settled based on the bride's father's family. It is regulated with reference to the following factors:

- (i) Age, beauty, fortune, understanding and virtue of an intended wife;
- (ii) Circumstances of the time
- (iii) Economic condition of the intending husband
- (iv) Social position of the intended wife's father and
- (v) Female paternal relations.

V. THE PHILOSOPHY OF MAHR

The payment of *mahr* has a deep symbolic philosophy. In Arabian world, there are various interpretations of *mahr* in relation to the marriage contracts, highlighting the differences between Maliki, Hambali and Hanafi religious philosophies respectively.³⁴ The word *mahr* does not appear in the Qur'an, however, the word *Sadaq* (صداق) has been employed. There is no minimum amount of monetary value set for a *mahr* although various Sunnah suggest that it should not be excessively low. No specific amount of monetary value has been determined for the *Sadaq*, it is a matter that is decided by a mutual agreement between the woman and the man. Imam Baqir has stated:

قال أبو جعفر "الصداق ماتراضها عليه من قليل أو كثير فهذا الصداق

Sadaq is something that the betrothed agree upon, whether slight or considerable.³⁵

Imam Zafar Sadiq has pointed out that Hazrat 'Ali (RA) had declared:

علي "إني أكره أن يكون المهر أقل من عشرة دراهم" قال

I do not like *mahr* to be less than ten (10) dirham.³⁶

If the *mahr* was agreed to be paid on demand, the woman may request it before the consummation of her marriage. If the husband has the means to pay for it, he must do so. If he declines, the wife may abstain from sexual relations with him. This refusal is not considered *nushuz*³⁷ and thus her husband cannot withhold the financial support from her. The Hanafi School requires two witnesses on the documents for a *mahr* contained in the marriage contract to be valid, while the Maliki School holds that witnesses are only needed at the marriage's publication but not in the document.³⁸ The philosophy that the future owner of the *mahr*, regardless of the type of property, is only the wife. No one has the right to use or take possession of her property without her consent; not even her father, mother, or husband. The profits of a woman's properties, which she got as a *mahr* also belong to herself.

The Prophet (SAW) has stated:

قال رسول الله (ص) "إن الله ليغفر كل ذنب يوم القيامة إلا مهر امرأة، ومن اغتصب أجيرا أجره، ومن باع حرا-

Surely Allah will forgive any sin on the Day of Judgment save the sin of one who misappropriates the *mahr* of a woman or the wages of hired person, or who sells a free person (as a slave).³⁹

Provisions 21(1) and 21(2) of the 1984 Muslim Family Law Act reads as follows:

- (i) The *Mahr* (dowry) must be paid by the groom or his representative to the bride or her representative before the person solemnizing the marriage and, at least, two other witnesses.
- (ii) The registrar shall, with respect to each marriage to be registered, ascertain and record:
 - (a) the value and particulars of the dowry;
 - (b) the value and particulars of the gifts;
 - (c) the value and particulars of any part of the dowry or gifts or both which have been promised but not paid at the solemnization ceremony, and the promised date of payment ; and
 - (d) the particulars of the security given for the payment of dowry and gift.⁴⁰

VI. FINDINGS

- (i) *Mahr* is to be paid by the husband to his wife as early as possible;
- (ii) *Mahr* is a pre-requisite for a marriage;
- (iii) It should be equitable;
- (iv) A woman's forfeiting on the dowry for the prophet does not atomically apply to other believers;

- (v) The husband and wife can mutually make any adjustment to the dowry;
- (vi) The future owner of a *mahr* is only the wife;
- (vii) *Mahr* is the pre-requisite for marriage as mentioned throughout the Qur'an and Sunnah.
- (viii) It is as a sort of protection for women.
- (ix) Although one cannot find in the Qur'an any direct support for payment of *mahr* in cash only, *mahr* cannot be something that does not have a monetary value. It cannot be only love, honesty, being faithful, etc., which are anyway traits of righteous people.

VII. CONCLUSION

The *mahr* is one of the wife's rights that is sincerely given by the husband to the wife, without exception, as an expression of his love and responsibility. In Islam, the concept of *mahr* is more effective, comprehensive, vital and sacred than any other religions. It is one of the fundamental rights of every woman. *Mahr* is not only considered to be a trust, a sacred responsibility, which is to be performed in conformity with the provisions of the Qur'an and Sunnah; but the dispensation of *mahr* also constitutes one of the most important acts of devotion. It is intended to please the wife, so that she feels appreciated and more willing to bring and share a new life with the husband. Nevertheless, Islam recommends moderation and not setting a rate that is too high or low. The Prophet (SAW) has encouraged us to simplify the giving of *mahr*.

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² The deferred *mahr* however, falls due in case of death or divorce.

³ Al-Qur'an, 4:4.

⁴ Fakhr al Din al Razi, *Al Mahsul Fi 'Ilm Usul al Fiqh*, edited by Dr. Taha Jabir al 'Alwani, Riyadh, Imam ibn Sa'ud Islamic University, 1st edition, 1399/1979, part I) p.94.

⁵ The term dowry (Latin, dos dotis) is inaccurate, as it is the money, goods, or estate that a woman brings forth to the marriage, usually provided by her parents or family.

⁶ Moslehuddin Muhammad, *Philosophy of Islamic law and Orientals* (Dhaka: Banglabazar) p.39

⁷ Schacht Joseph, *An Introduction to Islamic Law* ,(London: Oxford University Press, 1949VI-VII) , p. 20.) p.168

⁸ Roqaiyyah waris Maqsood, *A Basic Dictionary of Islam* (New Delhi: Goodword Books, Nizamuddin Market, India), p.211

⁹ Abdul Ohab Khallaf, *The Venture of Islam Conscience and History in a World Civilization* (Chicago: University of Chicago, vol-3, 1958) , p.384

¹⁰ Al-Tabari and Abu Bakr Razi according to: Sayf al-Din al-Amdî, *Ahkam al-Ahkam*, (Egypt: Muhammad Ali Sabih, 1347 H.), p. 220.

¹¹ Al-Qur'an, 60:10

¹² Al-Qur'an, 4:25

¹³ Al-Qur'an, 4:24

¹⁴ Al-Qur'an, 60:10

¹⁵ Al-Qur'an,2:237

¹⁶ Al-Qur'an, 2:229

²³ Al-Qur'an, 28:27

²² Al-Qur'an, 4:20

¹⁹ Wensinck, Early Mohamedan Tradition, p.145.

²⁰ Narrated by Ibn Habbân , classed as saheeh by al-Albaani in Sahih al-Jami. Hadith no. 3300.

²¹ This was narrated by Abu Daawood and al-Haakim who authenticated it. Also narrated by Ibn Hibban, classed as saheeh by al-Albani in sahih al-Jamee'i. Hadith no. 3279

²² Imam Abu Dawud , 2125 and An-Nasai.3375. Also classed as Sahih by al- Albaani in Sahi an-Nasa'i, 3160.

²³ Do not go to extremes means do not exaggerate in increasing the dowry.

²⁴ Twelve uqiah is equivalent to 480 dirhams.

²⁵ Classed as sahih by 'Allama Albaani (RH) in Sahih Ibn Mazah,1532

²⁶ Ibn Taimiyah said in his book Majmu al-Fatwa,32/194.

²⁷ F.B Tayabji.(1968), *Muslim Law* (Bombey: N.M Tripathi,1968) p.56

²⁸ A husband can settle any amount as dower to his wife,even if that leaves nothing to the heirs but he cannot settle for less than 10 dhirham in Sunni Law. The Shia Law,has no minimum .

²⁹ A formal written request, typically one signed by many people, appealing to authority with respect to a particular cause.

³⁰ Fyzee, *Outlines of Mohamedan Law* (Oxford University Press, 14th edition 1984, 1st in 1949) p. 169

³¹ Jamal al-Din al-Asmawi, *Nihaya al-Sawal fi Sharh Minhaj* (Egypt: al-Maktaba al-Mahmudiyya al-Tijara, , II, 1340H) p. 233-234.

³² Lindsey E. Blenkhorn, Note, Islamic Marriage Contracts in American Courts; Interpreting Mahr Agreements as Prenuptials and Effects on Muslim Women, 76 S. Cal.L.REV.189,210-11

³³ Allama Abdul Aleem Siddiqui, *Roots of Islamic Jurisprudence* (Cairo: Daar al Ma'arif, 1998) p. 56

³⁴ Muhammad Yahya ibn Shaykh Aman, *Nuzha al-Mushtaq* (Cairo: Matba' Hijazi, 1370 H / 195) p. 598.

³⁵ Shaikh Al-Hur, *Wasa'il ush-Shi'ah*, (Delhi: Chilti Qadr, vol. 21), p.240

³⁶ *Ibid*, p.253

³⁷ Nushuz is when a spouse does not perform his or her obligatory marital duties toward the other.

³⁸ Mona Rafiq, *Rethinking Islamic Law Arbitration Tribunals: Are they Compatible with traditional American Nations of Justice*. 28 wis. In't Law Journal, 108, 138-39 (2010.) .

³⁹ Majid Khadri, *An Introduction to ASh Sahfis al – Risala*, (Beirut: Dar al- Ilmi lil- Malayen, 37th ed. 2003), p. 962.

⁴⁰ Maulana Wahiduddin Khan, *Woman between Islam and Western Society* (New Delhi : Goodword Books, 2004) p. 214.