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## RIGHT TO DOWER OF WOMEN; THE ISLAMIC PERSPECTIVE AND INTERPRETATION

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**Abstract:** *The idea of Dower (mahr) is one of the fundamental rights afforded to women under Islamic law, ensuring spiritual and constitutional right of women. This paper evaluates the concept of dower from an Islamic perspective, exploring its significance and legitimacy and the insights of classical and postmodern Islamic scientist. It also investigates the essential role of dower in the marriage contract, noting that while the specific amount can be determined by the families involved, Islamic law does not prescribe a fixed quantum. Instead, the amount is often guided by the circumstances of the parties involved or left unspecified in the marriage contract. Islamic jurists provide diverse opinions regarding maximum and minimum amounts given to female counterpart, reflecting diverse interpretations of Islamic teachings.*

*This research aims to elucidate the reasons why Islam promotes dower as a woman's right, emphasizing that an unpaid dower can invalidate a marriage*

### Keywords:

Dower; Mahr; Islamic Marriage; Women's Rights in Islam; Qur'anic Law; Islamic Jurisprudence; Prompt and Deferred Dower; Hanafi; Maliki; Shafi'i; Hanbali..

16. Adaptability in Dower	<i>contract. However, it also critiques the extravagant displays associated with dowry practices in Pakistani society, which can cause financial strain and societal discord. The study concludes by demonstrating how Islam safeguards women's rights by ensuring their entitlement to dower.</i>
17. Key Points and Recommendations	
18. Prompt and Deferred Dower	
19. Jurisprudential Viewpoints	
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## INTRODUCTION

### **Dower (Mahr) in Islamic Marriage Contracts:**

Dower, or mahr, may be a principal component of a marriage contract in Islamic law, to be compensated by the spouse to his spouse. The sum of dower can be together concurred upon or adjusted by the accomplices, but it should reflect the husband's financial capability. Mahr is intended solely for the wife's benefit and can be used by her exclusively as she sees fit.

Dower is regarded as a recompense for a woman entering into marriage in Islamic Law, symbolizing the truthfulness and sincerity of the husband's affection. It is not to be mistaken as a payment for the sale of a woman to her partner but rather a symbol of commitment and respect. The dower is a financial right that belongs exclusively to the wife and no one else.

Historically, before the advent of Islam, the dower was often considered the property of the woman's parents, and in some cultures, a substantial dowry given by the bride's family became the husband's property after marriage. However, Islam uniquely establishes the dower as an absolute financial right of the woman, empowering her to demand it from her man. She fully accedes to using the dower extent allowing her wishes and needs.

### **Mahr (Dower) in Islamic Marriage:**

Mahr, an Arabic term for dower, is a fundamental right of a woman in marriage as mandated by Shariah, requiring the husband to provide a specified amount to his wife. Lexically derived from the Arabic root word "mahr," it refers to anything given to a woman as part of a marriage contract.<sup>1</sup> Dower is defined as "the assets provided by the spouse during the marriage contract or by righteousness himself as said by Hanafi Jurists."<sup>2</sup> This means that dower must be given, whether specified in the nikahnama (marriage contract) or not.

The dower underscores the importance of the marriage contract in Islam, reflecting the husband's genuine intent and desire to honor his wife as his partner.<sup>3</sup>

Justice Dr. Tanzil-ur-Rahman provides a comprehensive definition of dower (mahr) within the context of Islamic law. He states that "An assets conferred from spouse during marriage contract, whether it is explicitly mentioned or not in bond".<sup>4</sup> This definition underscores the inherent right of the wife to receive a specified amount or asset from her husband as part of their marital agreement, regardless of whether this obligation is specified in the marriage contract (nikahnama).

Similarly, Justice Mahmood, in his legal interpretation, defines under Muhammadan Islamic Law dower as "quantity of resources or money pledge through husband to be given in deliberation of wedding is dower". He further explains that "Law grants the virtue of dower at wife either the dower is declared or fixed at the time of marriage".<sup>5</sup> This interpretation reinforces the idea that the wife's entitlement to dower is not contingent upon its explicit mention or amount being specified at the time of the marriage. Instead, it is an intrinsic right that Islam guarantees to all married women, serving as both a symbol of the husband's commitment and a means of financial security for the wife.

Both definitions highlight the noteworthiness of dower as an fundamentally portion of the marriage contract in Islamic law, emphasizing its part in shielding the wife's monetary rights and symbolizing the husband's earnestness and commitment within the conjugal relationship.

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<sup>1</sup> Mustafa, I. *Al-Mu,,jam Al-Wasit*. Istanbul: Al-Maktabah Al-Islamiyyah.

<sup>2</sup> Baillie N. B. (2014). *Digest of Muhammadan Law*. Lahore: Premier Book House. Cheema., Z. U.

<sup>3</sup> Siddiqi, M. I. (1988). *The Family Laws of Islam*. Delhi: International Islamic Publishers

<sup>4</sup> *Tanzil-ur-Rahman. (1978). A Code of Muslim Personal Law. Karachi: Hamdard Academy.*

<sup>5</sup> *Abdul Kadir vs. Salima, 08 (Allahbad 1886).*

Abu Al-Nur explains on the concept of dower (mahr) in Islamic marriage, depicting it as something a spouse offers to his spouse as a signal to acknowledge him as her life accomplice. He emphasizes that the dower serves to honor the lady in different ways. According to him, "Ladies isn't as it were for making cherish nor fore delight, in different implies ladies credits with dower."<sup>6</sup> This point of view highlights the part of dower past its fabric esteem, proposing that it symbolizes regard and affirmation of the woman's status and singularity inside the marriage. It reinforces the idea that marriage could be a association based on common regard and not only a exchange for physical delight.

Imam Muhammad Abduhu advance extends on the philosophical and moral measurements of the dower, contending that it ought to be respected in a more raised light than customarily considered by numerous Muslim legal advisers. He sets that the dower, moreover alluded to as sadaq, isn't only a value-based trade or a cost paid for the woman's body (ibid). Instead, it could be a image of the husband's sincere purposeful and commitment to the marriage, speaking to a ethical and otherworldly bond instead of a materialistic or financial one. „Abduhu's point of view challenges customary translations which will diminish the dower to a unimportant money related commitment, supporting instep for a more significant understanding that aligns with the otherworldly and moral lessons of Islam.

Together, these elucidations by Abu Al-Nur and Imam Muhammad Abduhu give a nuanced see of the dower in Islamic conjugal hones, emphasizing its part in honoring and elevating ladies whereas cultivating a association built on regard, commitment, and shared respect, instead of decreasing it to a insignificant budgetary exchange.

Mahr, or dower, is recognized as the major budgetary right of a lady beneath Islamic law by resource of the connubial bond. This right entitles her to get a whole of cash or property from her spouse, notwithstanding of whether the sum is unequivocally settled within the contract. In case the sum is indicated or concurred upon at the time of the marriage, that settled sum is to be given.

In the event that not, at that point the spouse is entitled to get what is known as "Mahr Mithl," which alludes to a dower sum proportionate to what is customarily given to the female individuals of her family in comparable circumstances. This guideline is clearly sketched out by Muslim law specialists who emphasize that the dower could be a crucial

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<sup>6</sup> Ahmadi, A. A.-N. (1992). *Manhaj al-Sunnah fi al-Zawaj*. Cairo: Dar Al-Salam. Al Tabarant, S. (1983).

angle of the marriage contract, guaranteeing a woman's monetary security and respect inside the conjugal relationship.

A marriage indenture must be chosen with the free and educated consent of both parties in Islamic Law, denied of any frame of restraint or weight. The Heavenly Qur'an and the Sunnah the Holy Prophet Muhammad (PBUH) unequivocally disallows any shape of marriage that's organized without the assent and full assention of the people entering into the union. This accentuation on assent reflects the significance of common understanding and regard in building up a conjugal relationship that adjusts with Islamic values and principles.

Islamic law recognizes and licenses different sorts of relational unions, taking under consideration the assorted social, budgetary, and physical circumstances that people may confront. Muslim law specialists have pondered various sorts of marriage contracts based on a man's social and monetary position. For case, marriage can be mandatory in certain circumstances where it is considered necessary for the individual's well-being; it may be precluded in cases where the union might cause hurt or damage Islamic standards; it can be considered opposed in a few occurrences but not unequivocally taboo; and in normal situations, marriage is by and large suggested (mustahabb). This adaptability in Islamic conjugal law illustrates its flexibility to diverse settings and needs, underscoring the significance of marriage in developing a steady and moral family framework.

Marriage is agreed a critical status in Islam as a crucial institution for building a cohesive and agreeable family structure. It includes both ibadat (acts of adore) and mu, amalat (social dealings), reflecting its double nature as both a otherworldly and social contract. In spite of the fact that it is considered a respectful contract due to its likenesses with other sorts of contracts- where the free will and assent of both parties are fundamental for its legitimacy it moreover holds a special position akin to an act of adore since of the sacrosanct and persevering relationship it builds up between the parties. As such, marriage is respected as a hallowed contract in Muslim Family Law, speaking to both a legitimate and otherworldly commitment that cultivates shared rights, obligations, and agreement inside the family unit.

Several critical elements identified by Muslim jurists for a valid marriage contract in Islamic law, often referred to as the essential requirements or "cure essentials." These elements are designed to safeguard that the marriage is conducted in accord with Islamic principles, safeguarding the rights and well-being of both spouses:

### **Payment of Dower**

It is broadly recognized in Islamic law that dower, or mahr, may be a fundamental component of the marriage contract, companion committed provide towards his life partner. The dower isn't essentially a tradition but a required budgetary right of the woman that must be fulfilled as parcel of the conjugal agreement. At the period of marriage bond within the occasion that the dower isn't compensated, it remains a commitment upon the companion that must be paid when the companion demands it. where the whole of dower not indicated inside the understanding, the rule of "mahr mithl" applies, which includes that the dower got to be proportionate to what is frequently given to female people of the bride's family underneath comparative circumstances. This ensures that the wife's benefit to a sensible and reasonable dower is kept up, regardless of the specifics of the primary marriage understanding.

In this manner, the spouse is legally and morally committed to pay the dower to fulfill the conditions of the marriage contract. This commitment might be a recognized right of the woman, and it cannot be dismissed or disregarded unless she unequivocally chooses to pardon the dower and donate up her right to it. The concept of dower subsequently serves not because it were as a cash related course of action but as well as a image of respect, commitment, and security interior the marriage, bracing the wife's status and rights.

This ask approximately analyzes the acknowledgment of dower from an Islamic point of see, highlighting its fundamental and portion in spousal life. It underscores that dower may well be a basic parcel of Muslim family run the appear, a sharpen that's collectively observed by Muslims over the world. The think around delves into the diverse sorts of dower, exploring the unmistakable classifications and interpretations that exist interior Islamic statute. It additionally centers on how Islamic law secures the woman's right to dower, emphasizing its noteworthiness in ensuring cash related security and protecting her interface interior the matrimonial relationship.

By analyzing the concept and practice of dower, the inquire about points to supply a comprehensive understanding of its part in Islamic marriage and family law. It highlights how dower not only upholds the financial rights of ladies but moreover serves as a significant component for building up decency and value inside the conjugal contract. The study reveals that the dower is more than fair a monetary commitment; it could be a

reflection of the moral and ethical establishments of Islamic law, which looks for to secure and honor ladies in all aspects of lives

### **Respect and Dignity**

Firstly, the dower serves as a image of regard for the lady. By giving a dower, the spouse recognizes her status and gives her with the correct to possess and control her property, much like men do. This stands in stark differentiate to the Pre-Islamic time, where ladies were regularly treated as property. In Islam, ladies are recognized as honorable people with full rights to their claim funds, which they can utilize as they see fit. This strengthening cultivates a more grounded bond between spouse and spouse and emphatically impacts the family's future by upgrading common regard and believe.

### **Elimination of Exploitation:**

Secondly, the dower is strictly the right of the wife and should not be diverted to any guardian, such as her father or another relative. In the era of Jahiliyyah (pre-Islamic ignorance), the dower was often taken by the woman's guardian, leaving her with nothing. Abd al-Ati explains that the bride herself reduce the potential for self interes in direct payment of the dower and exploitation by the guardian. This reform by Islam sought to shift control over a woman's affairs from her male relatives to herself, thus empowering women and protecting their rights.<sup>7</sup>

### **Psychological and Emotional Benefits:**

Thirdly, the dower contributes to a woman's sense of happiness, pride, and self confidence. It provides a foundation for a strong marriage, as it assures the wife that the relationship is based on respect and genuine commitment. Since she usually has no prior relationship with the husband before marriage, the dower acts as a guarantee that the marriage will proceed smoothly. It also encourages the husband to assume responsibility and fulfill his duties toward his wife. Without this obligation, a husband might undervalue his wife and consider ending the marriage lightly, as he has not made any significant effort or

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<sup>7</sup> Hummudah, A. (1977). *The Family Structure in Islam*. Indiana: American Trust Publications

sacrifice to be with her. Imam Al-Kasani notes that the dower was instituted to ensure marriage stability, as it imposes a financial deterrent against trivial or unjustified divorce.<sup>8</sup>

### **Economic Security and Assurance:**

Finally, the dower provides a sense of security and honor for the woman. A husband who willingly provides a dower is implicitly demonstrating his ability and willingness to support his wife financially. This is seen as an assurance of the bride's economic security and rights. Abdul Ati elaborates that the dower signifies the husband's commitment to maintaining his wife's economic well-being and upholding her rights within the marriage.<sup>9</sup>

### **Obligation and Economic Rights:**

Mahr is an obligatory for women said by Imran ahsan khan nyazee from the husband, which is important for a legal marriage bond. Ideally it should be fulfilled earlier from marital consummated. If the payment is hindered, it becomes a liability that the husband owes to his wife. Shari, ah, Mahr is a woman's right and is regarded as an expression of the sanctity of the marriage contract. One of the fundamental financial privileges of a woman, and no man be able to evade this responsibility. The dower reflects the mutual respect and honor between the husband and wife, setting a positive tone for their marital life.<sup>10</sup>

In conclusion, the imposition of a dower on men who wish to marry underscores its vital role in protecting women's rights, promoting marital stability, and fostering a respectful and committed relationship. It is a critical component of Islamic marital law, ensuring that women are treated with dignity and fairness within the marriage.

### **The Significance of Dower in Islam**

The issue of dower (Mahr) and its determination within the marriage contract could be a critical point inside Islamic law, with the four major Sunni schools of thought- Hanafi, Shafi,,i, Maliki, and Hanbaliholding shifting sees on its significance and suggestions.

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<sup>8</sup> (2000). *Bada'i Al-Sana'i (Vol. 5)*. Beirut: Dar Al-Marifah. Ali, S. S. (1996).

<sup>9</sup> Hummudah, A. (1977). *The Family Structure in Islam*. Indiana: American Trust Publications

<sup>10</sup> Nyazee, I. A. (2012). *Outlines of Muslim Personal Law*. Rawalpindi: Federal Law House.



Hanafi Perspective: The Hanafi school, spoken to by researchers like Al-Sarakhsi (1987), attests that the legitimacy of a marriage contract isn't influenced by whether the dower sum is specified or not.<sup>11</sup>

Within the conjugal bond on the off chance that the dower isn't static, the woman is permitted to get Mahr Mithl, which could be a dower sum comparable to that given to ladies of her status and circumstances. Hanafi researchers, counting Imam Badruddin Al- Ayni (1990)<sup>12</sup>, contend that the dower is an basic component of the marriage contract, reflecting the woman's honor and the husband's commitment. Concurring to Hanafi statute, the dower commitment is essential and cannot be deferred, indeed in case notspecified within the contract. The dower serves to secure the woman's benefits and maintain the sacredness of the marriage.

#### **Shafi'i Perspective:**

The Shafii school, spoken to by researchers like Al-Shafi<sup>13</sup>, bolsters the thought that whereas it is preferable to settle the dower sum within the marriage contract to dodge future debate, a marriage contract is still substantial indeed on the off chance that the dower isn't indicated. The Shafii researchers emphasize that indicating the dower makes a difference in anticipating potential clashes and guaranteeing clarity in conjugal commitments.

#### **Maliki Viewpoint:**

The Maliki school, spoken to by researchers like Anas<sup>14</sup>, for the most part concurs with the Shafi'i see but introduces a nuanced separation. In the event that the marriage has not been culminated and the dower was not settled, the marriage may be considered invalid. In any case, on the off chance that the marriage was fulfilled, the lady is entitled to Mahr Mithl. The Maliki researchers in this way recognize the significance of settling the dower but alsoacknowledge the legitimacy of the marriage and the woman's right to a dower on the off chance that the marriage remained effectuated.

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<sup>11</sup> AlSarakhsi. (1987). *Al-Mabsot* (Vol. 5). Beirut: Dar Al-Ma,,rifah.

<sup>12</sup> Al-,Ayni, B. u. (1990). *Al-Binayah fi Sharh al-Hidayah* (Vol. 5). Beirut: Dar Al Fikr.

<sup>13</sup> Al-Shafi,, M. (1987). *Al-Umm* (Vol. 5). Beirut: Dar Al-Ma,,rifah.

<sup>14</sup> Anas, M.B. (1994).

### **Hanbali Perspective:**

The Hanbali school, as noted by Ibn Qudamah<sup>15</sup>, aligns with the Hanafi and Shafi'i schools in that the validity of the marriage is not contingent upon specifying the dower. The Hanbali scholars maintain that if the dower is not specified, the woman is entitled to Mahr Mithl. They view the dower as a necessary part of the marriage, reflecting the husband's responsibility and the woman's honor.

**Quranic Evidence and Hadith:** The permissibility of a marriage contract without a dower is supported by several Quranic verses and Hadith. For example, Quran 2:236 allows for the possibility of divorce before the dower is fixed, indicating that the absence of a specified dower does not invalidate the marriage. This verse emphasizes that the marriage is legitimate even if the dower is not predetermined, though a suitable gift should still be given.

Hadith further supports this view. Abdullah Ibn Mas'ud's narration reveals that if a dower was not specified but the marriage was valid, the woman would receive Mahr Mithl. Similarly, a Hadith narrated by Uqba Bin Amir describes a situation where the Prophet Muhammad (PBUH) allowed a marriage without specifying a dower, illustrating that a valid dower was given later in the form of a gift.

While the four major Sunni schools of thought agree on the fundamental importance of the dower, they differ in their approach to its specification in the marriage contract. The Hanafi, Shafi'i, and Hanbali schools allow for the validity of the marriage even without a specified dower, with the woman entitled to Mahr Mithl. The Maliki school, however, differentiates based on whether the marriage was consummated. The overarching principle across all schools is that the dower is a critical element of the marriage contract, reflecting respect for the woman and ensuring her rights are upheld.

### **Legitimacy of Dower in Islamic Law**

Allah almighty described dower is something heavenly. It is legitimized from the Holy Qur'an and Sunnah of the Holy Prophet (PBUH).

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<sup>15</sup> Ibn Qudamah, A. I. (1968). *Al-Mughni* (Vol. 7). Qahirah: Maktabah Al-Qahirah

The Heavenly Quran As All-powerful Allah states within the Heavenly Quran the authenticity of dower prove.

"Allow the ladies (on marriage) their dower as a free blessing, but in case they, of their person respectable desire, concern a few parcel of it to you, Take it and appreciate it with exact respectable cheer".<sup>16</sup>

Ladies ought to get their dowers agreeing to this verse, the name "Atu" provide within the prior verse demonstrates at a slant builds up a call to unrestraint the pre- Islamic performs influencing to the dowers. Concurring Muslim Law specialists interpreted this segment and expressed the see that the people who "allow" are either the spouse or the guardians. Husband obliged to allow ladies dowers "Nihlatan" which suggests out of their person highminded joys.

Dowers they receive on behalf of women as per guardians concerned, because unless they are allowed or by women themselves they are forbidden to keep any things from the dowers. Husband or guardian is not allowed to take or to do anything with dowers unless women voluntarily give something from dower. In Muslim world it is day life work out that a spouse needs to pay a dower out on his own will, For the marriage ladies isn't bound to pay anything to the man. Marriage is joint bond among the husband and spouse.

As All-powerful Allah says within the Heavenly Quran in another verse almost the commitment of dower: "The ladies as of now bound in marriage are precluded, barring the bond ladies you come to claim. Allah composed for you as all ladies whom allowed for you to wed through your riches, obligating yourself in marriage not only for desire. Give their dower as committed to them whose concern you've got acknowledged. It isn't obligatory what you commonly concurred in beginning bond. Without a doubt, Allah is All-Knowing, All-Wise".<sup>17</sup> Imam Al-Qurtubi this verse clarified by Imam Al-Qurtabi which bear verification in any marriage bond as sadqa or dower. Which suggests all marriage bond it is fundamental to incorporate the dower.<sup>18</sup> The Sunnah of the Heavenly Prophet (PBUH): With respect to women's right to her dower the sunnah of the Sacred Prophet is utilized to expand

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<sup>16</sup> *Al-Qur'an (The Heavenly Quran, 4:4)*

<sup>17</sup> *Al-Qur'an (The Heavenly Quran, 4:24)*

<sup>18</sup> *Al-Qurtubi, M. I. (1964). Al-Jami, li- Ahkam al-Qur'an (Vol. 05). (A. A.-B. Atfish, Ed.) Qahirah: Dar Al-Kutub Al Misriyyah.*

what had been uncovered within the Heavenly Quran. The proof is additionally initiate within the Ahadith of the Heavenly Prophet (PBUH) as Ibn

Abbas portrayed that: "After Marriage of Hazrat Ali (RA) and Hazrat Fatima (RA). Sacred Prophet (PBUH) said to Hazrat Ali (RA) provide something in dower to Hazrat Fatima (RA), HAZRAT Ali answered: that I have nothing to allow her, Prophet Muhammad (PBUH) inquired: where is your Taimiyyah Shield? Hazrat Ali (RA) said it is with me. Hazrat Muhammad (PBUH) provided it to Hazrat Fatima (RA) as dower (Sunan Al-Nasa", Book:26, Kitab Al-Nikah, Hadith:180)<sup>19</sup>. The hadith clearly shows that something having small esteem ought to be given to HAZRAT Fatima (RA) Shield is such a typical thing which was given to her but it makes her upbeat. Another Hadith portrayed by Hazrat Abu Salama (RA) that: "Hazrat Abu Salama (RA) inquired HAZrat Aisha (RA) how much cash as dower given by the courier of Allah? She answered: His dower to his spouses was twelve uqiyyas and one nash. She inquired do you know what does nash implies I answered:

No. she said it was the half of the one qiyas which implies of five hundred dirhams which was the dower of the Sacred Prophet (PBUH) to his spouses"<sup>20</sup>. The Sacred Prophet (PBUH) unequivocally bolster and clarify, display in differing Hadiths. A best illustration of the given dower was set by the Heavenly Prophet (PBUH) to his spouses, as he paid five hundred dirhams as dower to each spouse. Besides there was unanimity among Muslim law specialists with respect to dower rights of women, as all chosen dower is ought to be given to ladies amid marriage bond. On the Day of Judgment they would be reproached, on the off chance that they were deceiving or cheating within the fulfillment of women's dower.

It is clearly portrayed in Ahadith of Sacred Prophet (PBUH) as said, "Who gets hitched to a lady and extreme not to donate her dower and after that he perishes some time recently she gets what she merits, will confront Allah on the day of Judgment as a fornicator".<sup>21</sup> The women he married but avoid giving for of her dowers Almighty Allah will give this severe Punishment to the husband.

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<sup>19</sup> Ali, S. S. (2000). *Gender and Human Rights in Islam and International Law: Equal before Allah, Unequal before Man*. The Hague: Kluwer Law International. Al-Nasai, A. A. (1986). *Sunan Al-Nasai*. Halb: Maktab Al-Matbuat Al-Islamiyyah

<sup>20</sup> Majah, A. A.. *Sunan Ibn Majah*. Beirut: Dar Ihya' Al-Kutb Al-Arabiyyah.

<sup>21</sup> Ahmadi, A. A.-N. (1992). *Manhaj al-Sunnah fi al-Zawaj*. Cairo: Dar Al-Salam. Al-Tabarant, S. (1983). *Al-Mu.,jam al-Kabir (Vol. 8)*. Cairo: Maktabah Ibn Taimiyyah.

### **Legitimacy of Marriage without Obsession of Dower**

The concept of dower (Mahr) in Islamic jurisprudence is integral to the marriage contract, and its treatment across the four major Sunni schools of thought-Hanafi, Shafii, Maliki, and Hanbali-varies in terms of its specification and implications.

#### **Hanafi School:**

According to the Hanafi scholars, the exact value of the dower does not need to be specified in the marriage contract for the marriage to be valid. If the dower amount is not fixed, the woman is entitled to receive Mahr Mithl, which is a dower equivalent to what is typically given to women of her status. This view is supported by Imam Badruddin Al-Ayni, who emphasizes that the dower is a fundamental obligation under Islamic law, reflecting the woman's honor and ensuring respect in the marriage. The Hanafi perspective highlights that while specifying the dower is ideal, its absence does not invalidate the marriage, and the woman retains the right to Mahr Mithl.

#### **Shafii School:**

The Shafii school too acknowledges that a marriage contract is substantial indeed in the event that the dower isn't indicated. Be that as it may, it is prescribed to settle the dower sum within the contract to dodge potential future debate. The Shafii researchers push that indicating the dower clarifies the budgetary commitments and ensures the rights of both parties, in this manner avoiding mistaken assumptions.

#### **Maliki School:**

The Maliki school's see presents a qualification based on the consummation of the marriage. On the off chance that the marriage isn't fulfilled and the dower isn't indicated, the marriage may be considered invalid. In any case, on the off chance that the marriage has been fulfilled, the lady is entitled to Mahr Mithl. This approach underscores the significance of settling the dower but recognizes that the marriage can still be substantial and the woman's rights secured on the off chance that culmination has happened.

#### **Hanbali School:**

The Hanbali school adjusts with the Hanafi and Shafii perspectives in keeping up that the marriage is substantial indeed in case the dower isn't specified. Concurring to Hanbali researchers, the lady is entitled to Mahr Mithl in the event that the dower isn't settled.

This viewpoint reflects the view that whereas indicating the dower is useful, the nonappearance of a indicated sum does not negate the marriage contract.

#### **Quranic Evidence and Hadith:**

The reasonability of a marriage contract without a settled dower is bolstered by a few Quranic verses and Hadith. For occasion, Quran 2: 236 shows that there's no fault if the dower isn't settled some time recently separate, proposing that the nonattendance of a indicated dower does not discredit the marriage. This verse highlights the importance of giving a sensible blessing within the nonappearance of a settled dower. Hadith assist fortify this see. Abdullah Ibn Mas'ud's portrayal shows that in the event that a man marries a lady without indicating a dower and the marriage isn't fulfilled, she is still entitled to Mahr Mithl. Another Hadith described by Uqba Container Amir depicts a circumstance where the Prophet Muhammad (PBUH) allowed a marriage without indicating a dower, with the dower afterward being given within the shape of a blessing. These Hadith outline that whereas indicating a dower is perfect, it isn't a prerequisite for the legitimacy of the marriage. Over the four Sunni schools of thought, the dower may be a basic component of the marriage contract, reflecting the regard and honor due to the lady. Whereas the Hanafi, Shafi'i, and Hanbali schools concur that the marriage remains substantial indeed without a settled dower, the Maliki school presents a conditional component based on culmination. The Quranic verses and Hadith bolster the see that the marriage contract can be substantial without a specified dower. with the lady entitled to Mahr Mithl. This approach underscores the adaptability inside Islamic law to suit changing circumstances whereas maintaining the elemental rights of ladies.

#### **Quantum of Dower**

In Islamic statute, the dower (Mahr) could be a principal component of the marriage contract, but its sum is subject to adaptability and individual choice. The agreement among Muslim legal advisers is that there are no settled upper limits on the sum of dower a spouse can offer to his spouse. This flexibility reflects the need of express direction within the Sacred Quran and Hadith with respect to the greatest esteem of the dower.

#### **Flexibility in Dower Amount:**

**1. No Maximum Limit:** Muslim legal scholars over different schools concur that there's no limitation on the most extreme sum of dower a husband can give. Usually

bolstered by the nonattendance of unequivocal articulations within the Quran and Hadith that endorse a particular upper restrain for the dower. In this manner, the sum of dower can be as tall or as low as the spouse is willing and able to supply.

**2. Personal and cultural factor:** The sum of dower can shift based on personal circumstances, counting monetary capability, social honors, and individual inclinations. This changeability reflects the principle that the dower ought to be a reflection of the husband's regard and honor towards the spouse, instead of a settled requirement.

Factors such as social traditions and individual conventions frequently impact the dower sum.

**3. Value of Dower:** Whereas there's no greatest constrain, the dower basic has certain inherent worth, such as cash, property, or other substantial resources. It may some of the time be typical, but it ought to not be something precluded by Islamic law. For occurrence, in case the dower were to include something impermissible, such as liquor, it would be considered invalid. In spite of the weakness of the particular dower, the marriage contract itself would stay valid, and the spouse would be entitled to *Mahr Mithl*, or a dower identical to what is standard for ladies in comparable circumstances.

**4. Symbolic Value:** In a few cases, the dower may be typical in nature, speaking to an ostensible esteem. In any case, indeed a typical dower must be legal and ought to not include anything taboo by Islam. The centrality of the dower lies in its symbolic representation of regard and commitment instead of its financial esteem.

**5. Invalid Dower:** In the event that the agreed dower includes something that's expressly taboo in Islam, such as intoxicants or other haram things, it gets to be invalid. In such cases, the marriage contract remains substantial, but the spouse is entitled to agreeing to *Shari*, or Central, to get a dower proportionate to the standard of ladies.

The nonappearance of a greatest restrain on the dower reflects the Islamic legitimate system's accentuation on individual choice and regard in conjugal connections. Whereas the dower ought to have esteem and be legal, its particular sum is adaptable and subject to the individuals' understanding and circumstances. This adaptability guarantees that the dower can be adjusted to different budgetary and social settings whereas keeping up the standards of regard and honor inborn in Islamic marriage contracts.

## Maximum Amount of Dower

The agreement among Muslim legal scholars is that there's no upper restraint on the sum of dower (Mahr) a man can offer to his spouse. This guideline is determined from Islamic law, which emphasizes that the dower can be as tall or as moo as the husband is able to supply, reflecting individual, money related, and social contemplations.

### Evidence from islamic sources:

#### 1. Quranic Evidence:

The Holy Quran bolsters the thought of adaptability within the sum of dower. For occasion, Surah AnNisa<sup>22</sup> addresses the issue of returning a dower in the event that a man chooses to replace his spouse with another: "In the event that you select to require single spouse in put of elective, indeed on the off chance that you had set the full treasure for dower take not the slightest bit or it back:

would you take it by belittling and a clear incorrect?"<sup>23</sup> This verse indicates that there is no specific maximum limit set for the dower; rather, it emphasizes the defense of a woman's right to her dower, regardless of its amount.

**2. Interpretation of "Qintar":** Islamic exegesis provides various interpretations of the term "qintar" mentioned in this verse. According to Imam Ibn Kathir<sup>24</sup>, the term "qintar" has been understood differently by scholars:

Al-Dahak: Interpreted it as a large sum of money.

- Others: Suggested amounts ranging from one thousand dinars to as high as eighty thousand dinars
- Hadith of Abu Hurairah (RA): The Prophet Muhammad (PBUH) described a qintar as "twelve uqiyyahs," with each uqiyyah being worth significantly more than the earth and the sky combined<sup>25</sup>. These interpretations underscore the absence of a specific upper limit for the dower and highlight the flexibility allowed in determining its amount.

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<sup>22</sup> *Al-Qur'an* (4: 20)

<sup>23</sup> *Al-Qur'an* (The Heavenly Quran, 4:20)

<sup>24</sup> *Al-Bukhari, M. I. (1987). Sahih Al-Bukhari.*

<sup>25</sup> *(Ibn Kathir, 1999, p. 359)*



**3. Historical Examples:** Islamic history provides examples of high dower amounts, reinforcing the idea that no fixed maximum exists:

'Umar Ibn Al-Khattab:

Forty thousand dinars was promoted as a dower for Umm- e-Kulthum, young lady of Ali Ibn Abi Talib. In spite of at first prompting against intemperate dowers, he afterward abstained from forcing limits after reflecting on the Quranic verse.

The nonattendance of a greatest constraint for the dower in Islamic law reflects an adaptable approach to marriage contracts. The Quran and Hadith give wide rules, emphasizing the significance of regarding a woman's right to her dower without indicating an upper constrain. Authentic homes advance outline that the sum of dower can change broadly, impacted by individual circumstances and social standards. The key guideline is that the dower must hold esteem and be legal, guaranteeing that it serves as a image of regard and commitment within the marriage relationship.

#### **Minimum Amount of Dower**

The address of a worthy least restraint for the dower (Mahr) in Islamic marriage has been tended to in an unexpected way by different schools of Islamic statute. Whereas all concur there's no upper restraint, they separate on the minimum amount. Here could be a nitty gritty examination of the three primary sees on this matter:

##### **1. Hanafi Jurists:**

Minimum Dower: Concurring to Hanafi legal advisers, the least satisfactory dower is ten dirhams. This position is bolstered by a few Hadith and analogical thinking:

Hadith: The Prophet Muhammad (PBUH) is reported to have said, "No dower for less than ten dirhams"<sup>26</sup>. This establishes ten dirhams as the baseline amount. Analogical Reasoning: Hanafi scholars draw an analogy between the value of dower and the amount that constitutes theft under Islamic law. They argue that the threshold for theft, which triggers the amputation of a thief's hand, is ten dirhams. Thus, this amount is deemed the minimum for a valid dower.

Hadith of the Iron Ring: Another Hadith reports that the Prophet (PBUH) instructed a man to give a dower, If it was a ring finished of iron<sup>27</sup>. This Hadith illustrates that while the

<sup>26</sup>Qutani, A. I.-D. (2011). *Sunan Al-Dar Qutani*. Beirut: Dar Ibn Hazm. Shah, N. A. (2006).

<sup>27</sup>(Sahih Al-Bukhari, Book: 67, Kitab Al-Nikah, Hadith: 25)

dower should have some value, it must not be less than ten dirhams, which is seen as the minimum threshold.

## **2. Maliki Jurists:**

Minimum Dower: A dower can't be less than three dirhams of uncontaminated silver or one quarter of one dinar value of gold. This view is grounded in:

Imam Malik's Conclusion:

Imam Malik canister Anas expressed, "I don't think anybody ought to get hitched with a dower of less than a quarter of a dinar"<sup>28</sup>. Hence, he sets a least dower based on these sums.

Dower Completion: If a man marries a woman and pays a dower of less than this amount, he is required to make up the difference. If the marriage is not effectuated, the marriage contract is not valid until the full dower is paid (or completed if it's been partially paid).

## **3. Shafi'i and Hanbali Jurists:**

Minimum Dower: Shafi'i and Hanbali jurists hold that there is no specific minimum limit for the dower. They argue that anything of value can serve as a dower:

Hadith of the Iron Ring: In a Hadith narrated by Abdullah Ibn „Amir Ibn Rabi, ah, the Prophet

(PBUH) approved a dower of a pair of shoes when a woman agreed to it<sup>29</sup>. This Hadith supports the view that the dower can be of minimal or symbolic value.

## **Adaptability in Dower:**

The Prophet (PBUH) moreover said, "Do you've got something to display as a dower? The man answered: No. the Prophet said, "Discover something for her, indeed it was a press ring"<sup>30</sup>. This Hadith underscores the rule that any thing of esteem, indeed on the off chance that is typical, is satisfactory as dower. The differences in opinions regarding the minimum dower reflect varying interpretations of Islamic texts and principles. While Hanafi jurists set a minimum of ten dirhams, Maliki jurists establish a baseline based on a quarter of a dinar or

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<sup>28</sup> Anas, 1994, p. 152, M.B. (1994). *Al-Mudawwanah* (Vol. 2).

<sup>29</sup> Al-Tirmadhi, M. I. (1975). *Sunan Al-Tirmadhi*. Egypt: Matbah Mustafa Al-Babi

<sup>30</sup> Al-Qushayri, M. I. *Sahih Muslim*. Beirut: Dar Ihya' Al-Turath Al-Arabi. Al-Rahman, D. T. *Majmoah Qawanin Islam*. Islamabad: Islamic Research Institute.

three dirhams. Shafi'i and Hanbali jurists, however, emphasize flexibility, allowing any value as dower as long as it is lawful and agreed upon. Each perspective underscores the importance of respecting the woman's right to a dower and accommodating the financial capacity and cultural context of the parties involved. From the discussion above, it is clear that while Islamic law does not stipulate a specific value for the dower (Mahr), there is a strong emphasis on avoiding exaggeration and ensuring that the dower is reasonable and within the means of the parties involved. This is important for maintaining fairness and preventing the dower from becoming an impediment to marriage.

## Key Points and Recommendations:

### 1. Avoiding Excessive Dowries:

#### Shari'ah and Sunnah Direction:

The Shariah does not set a greatest constrain for the dower, but it is emphatically prompted that dowers ought to be sensible and not burdensome. This adjusts with the lessons of the Prophet Muhammad (PBUH) and his companions. Hazrat Aisha (RA) detailed the Prophet (PBUH) as saying, "The women's that take slightest dower are the foremost favored women's."<sup>31</sup>. This Hadith emphasizes that unassuming dowers are favored and more favored.

- Hazrat Umar's Advice: Hazrat Umar Ibn Al-Khattab (RA) also advised against exaggerating dowers, stating that if high dowers were beneficial or a mark of piety, the Prophet (PBUH) would have set this example. Instead, he highlighted that the Prophet (PBUH) did not require high dowers for his wives, and the dower for his daughters was modest<sup>32</sup>.

### 2. Ibn Taymiyyah's Perspective:

- Disapproval of Excessive Dower: Ibn Taymiyyah commented that while it is disliked (makruh) to set a dower that one cannot afford or repay, it is not strictly forbidden (haram). He emphasized that such practices are discouraged but not legally impermissible<sup>33</sup>.

### 3. Practical Considerations:

- Marriage Prospects: High dowers can negatively impact marriage prospects, particularly for individuals with limited financial means. Guardians should avoid setting unrealistic dowers that might deter potential husbands or complicate the marriage process.

### 4. Cultural Practices and Misconceptions:

- Local Practices: In some regions, such as certain villages in Pakistan, local practices have established specific amounts for dower, like thirty-two rupees for Mahr Fatimi and twenty-eighty rupees for Shar'i Mahr. However, these figures lack a solid basis in Shari'ah. Historical records indicate that the dower for Hazrat Fatima (RA) was over 27 tolas of silver,

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<sup>31</sup> Book of Dower (Nayl al-Awtar, Kitab Al-Sadaq, Hadith: 4)

<sup>32</sup> Al-Tirmadhi, M. I. (1975). Sunan Al-Tirmadhi. Egypt: Matbah Mustafa Al-Babi Kitab Al-Nikah, Hadith: 36)

<sup>33</sup> Ibn Taymiyyah, A. (1991). Majmuat al- Fatawa (Vol. 32). Riyadh: Dar al-, Alim Al

and the dower for the wives of the Prophet (PBUH) was similarly significant, except for Hazrat Umm-e-Salma (RA), who received around ten dirhams<sup>34</sup>.

**Encouragement of Moderation:** Although Islamic law does not define a specific dower amount, it is recommended to keep it within reasonable bounds. This practice helps to avoid financial strain and ensures that the dower does not become a source of contention or hardship. The aim is to uphold the principles of fairness, dignity, and simplicity in marriage.

In summary, while the Islamic legal framework for dower provides flexibility, it also encourages moderation and discourages practices that may cause hardship or social imbalance. Gatekeepers and people ought to endeavor for a dower that reflects reasonableness and common sense, adjusting with the soul of the Sunnah and the lessons of the Prophet Muhammad (PBUH).

### **Prompt and Deferred Dower**

### **Installment and Delay of Dower in Islamic Marriage:**

### **Jurisprudential Viewpoints**

In Islamic law, the installment of the dower (Mahr) in marriage may be a principal necessity, and the timing of this installment has been examined broadly by researchers. Here's a nitty gritty examination of the different sees on when and how the dower ought to be paid, counting the plausibility of its delay:

#### **1. General Consensus on Dower Payment:**

The larger part of Muslim legal advisers concur that the dower ought to in a perfect world be paid some time recently or at the time of the marriage contract. This hone is bolstered by the platitudes of the Prophet Muhammad (PBUH) and the conduct of his companions. The common agreement is that paying the dower forthright is best to guarantee the woman's rights are honored from the starting of the marriage.

**Imam Ibn Taymiyyah's See:** Imam Ibn Taymiyyah states that it is supplementary appropriate for the dower to be paid prior the spouse effectuates the marriage, in case likely. He recognizes that whereas it is allowed to prepay or delay the dower, the hone of prepayment was common among early Muslims who regularly settled the total dower some time recently fulfillment<sup>35</sup>.

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<sup>34</sup> Kutub. Kandhalvi, M. A. (1974). *Ma'alim Al-Qur'an* (Vol. 5). Idarah Ta'limat alQur'an. Lau, M. (1996).

<sup>35</sup> Ibn Taymiyyah, A. (1991). *Majmuat al- Fatawa* (Vol. 32). Riyadh: Dar al-,Alim Al

This approach is seen as perfect for guaranteeing clarity and regard in conjugal exchanges.

## **2. Possibility of Delaying the Dower:**

While immediate payment is preferred, Islamic law also permits delaying the dower under certain circumstances. The delay can be either partial or full and can be agreed upon by both parties. This flexibility helps accommodate practical considerations, such as the financial burden of wedding expenses. Negotiating Delay: When a man wishes to delay the dower, he must seek the consent of the woman or her guardian. Sometimes, a woman might agree to a lower prepaid dower with a higher deferred amount, which could provide her financial security in case of the husband's death or divorce. Such arrangements are legitimate under Islamic law, provided they are clearly agreed upon.

## **3. Jurisprudential Views on Conditions for Delaying Dower:**

Different Islamic schools of thought have varying views on the conditions for deferring the dower:

Hanafi Jurists:

Hanafi scholars, such as Al-Kasani, argue that delaying the dower is permissible as long as the terms are clear and not ambiguous. They reject conditions that are vague or uncertain, such as those dependent on uncertain future events (e.g., "when my financial situation improves" or "when the wind blows"). Such imprecise conditions are deemed invalid under the principle of gharar (uncertainty)<sup>36</sup>.

Maliki Jurists: Maliki scholars, including Al-Hasan, differentiate based on the nature of the dower. If the dower consists of readily available items (e.g., housing, clothing, or livestock), it cannot be postponed, even with the wife's consent. However, if the dower is not available locally, such as certain types of valuable goods or money, a delay is acceptable for a specified period. Without a clear agreement on the deferral, the marriage contract may be invalid<sup>37</sup>.

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<sup>36</sup>AlKasani, 2000, p. 515)

<sup>37</sup>Al-Hasan, M. Hashiath Al-Hasan (Vol. 2). Beirut: Dar Al-Fikr. AlSarakhsi. (1987). Al-Mabsot (Vol. 5). Beirut: Dar Al-Ma'rifah

Shafi'i and Hanbali Jurists: Shafi'i and Hanbali scholars, such as Al-Sharbini and Ibn Qudamah, permit the deferral of the dower, whether incompletely or completely, regardless of whether the dower is available locally. The delay must be for a definite period. This approach is considered practical as it accommodates various financial situations and simplifies the marriage process<sup>38</sup>.

#### 4. Prompt and Deferred Dower in Practice:

**Prompt Dower:** The dower is ideally paid at the time of the marriage contract or upon the woman's demand. If it is deferred, the woman has the right to request its payment if the specified time arrives.

**Judicial Practice in Pakistan:** In Pakistan, the superior judiciary has reinforced the principle of paying deferred dower on demand, particularly when the husband enters into another marriage. The case of *Muhammad Azam vs. ADJ* exemplifies this approach, ensuring that the deferred dower is settled as per the woman's rights<sup>39</sup>.

The payment of the dower is a crucial element of Islamic marriage, and while immediate payment is preferred, Islamic law allows for deferral under certain conditions. Different schools of Islamic jurisprudence offer varying guidelines on how and when the dower can be deferred, reflecting a balance between practical considerations and adherence to Islamic principles.

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<sup>38</sup>(*Al-Sharbini, 1985, p. 222; Ibn Qudamah, 1968. p. 261*)

<sup>39</sup>. *Muhammad Azam vs. ADJ, PLJ 2006 Lah. 927.*

## **Conclusion**

In Islamic marriage, the dower (Mahr) speaks to the driving right that a lady gets from her spouse after the marriage contract. This right is vital and must be satisfied by the spouse as a matter of commitment, reflecting the regard and honor Islam gives upon ladies. The dower implies the husband's commitment and slant toward his spouse and is aiming to ensure her money related interface.

Islamic law does not endorse a settled sum for the dower, taking off it to the people included to decide the sum based on their monetary circumstances. This approach underscores the significance of effortlessness and unobtrusiveness, dodging garishness in conjugal things. The dower serves as a implies to honor and encourage the woman's part inside the marriage, and its esteem is implied to be decided by the budgetary quality and truthfulness of the spouse.

Muslim legal advisers have different conclusions with respect to the dower, reflecting the adaptability inside Islamic law. The absence of a specified minimum or maximum amount allows for adaptability and consideration of individual circumstances. Jurists generally agree that the dower should be reasonable and respectful, aligning with the principles of modesty and fairness.

Hanafi Jurists: Emphasize that the dower should not be less than ten dirhams, supported by Hadith and analogy to ensure a minimum level of respect and value<sup>40</sup>.

Maliki Jurists: Advocate for a minimum dower equivalent to a quarter of a dinar or three dirhams of silver, particularly if the dower is immediately available<sup>41</sup>.

Shafi'i and Hanbali Jurists: Allow for the deferral of dower, emphasizing the importance of clarity and fairness in the agreement, whether the dower is money or other forms of value<sup>42</sup>. Islamic law empowers women with rights related to the dower, including the ability to refuse marital rights or even seek dissolution of the marriage if the dower is not provided. This right to dower ensures that women are respected and protected, reflecting Islam's commitment to justice and equity.

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<sup>40</sup>(*Al-Kasani, 2000, p. 515*)

<sup>41</sup>*Al-Dasuqi, M. . Hashiath*

<sup>42</sup> *Al-Sharbini, M. (1985). Mughni Al- Muhtaj (Vol. 3). Cairo: Matba., al-Mustafa AlBabi. Al-Shawkani, M. I. (1993). Nayl Al-Awtar Sharh Muntaqa Al-Akhbar. Egypt:*



Financial Dependency: Islamic law acknowledges the financial dependency of women within marriage, ensuring they receive appropriate respect and support through the dower.

Autonomy: Ladies have full possession of the dower sum, permitting them to utilize it concurring to their will and wants. This independence could be a confirmation to Islam's dynamic position on women's rights and monetary freedom

In summary, the dower in Islamic marriage may be a noteworthy right and commitment outlined to honor and regard ladies. The adaptability in deciding its sum and the capacity of ladies to pardon or request the dower advance outline the versatility and reasonableness inalienable in Islamic law. Islam stands out for its assurance of women's rights, allowing them independence and guaranteeing their nobility inside the conjugal system.