

Muslim Marriage Contract (Nikah)

In the Name of Allah, the Beneficent, the Most Merciful

Introduction: a Guide to a Happy Marriage

Assalamoalaikum Wa Rahmatullahi Wa Barakatuhu,

In the Shari'ah, marriage (*nikah*) is a relationship of mutual love, mercy and kindness (*muwaddah, sukun, rahmah*). In Islamic law marriage is a civil contract between parties which allows them mutually to agree upon the terms and conditions of their future together. Like any other contract, the free consent of the parties to the agreement to marry is essential.

For the avoidance of any potential for confusion it is best to put down in writing any special conditions of the contract, herein known as the Muslim marriage contract. Setting down these matters in writing will allow an intending couple to agree upon many important matters related to their future lives, together with the future of any children, and thus these guidelines should contribute to a harmonious and happy marriage and family.

A "Certificate of Marriage" provides the parties entering into a Muslim marriage contract with written evidence of their marriage and of any special conditions agreed upon. In the absence of such evidence, parties to a Muslim marriage, and in particular women, have till now faced huge difficulties in securing the financial rights guaranteed to them.

For the Muslim Marriage contract to be valid and recognised under the laws of England & Wales the marriage must be solemnised either at a mosque registered for the solemnisation of marriages or a civil wedding at a registry office must precede the Muslim marriage contract (*nikah*).

Golden Mosque is registered for the solemnisation of marriages by the Rochdale Register Office, and can provide a Muslim Marriage Contract (Nikah) and Registered Civil Ceremony Combined. We strongly encourage all the community to consider this option as this ensures legal marital rights, particularly important in instances of marriage breakdown or death.

Jazakhallah Wasalaam

*Tahir Mahmood
On behalf of Golden Mosque*

Muslim Marriage Application Form

Explanatory Notes

Completion of the Muslim Marriage contract (nikah) allows an intending couple to agree upon many important matters related to their future lives together and thus contributes to marital harmony. As these matters can have lifelong effects upon both spouses and any children, it is important that they be properly discussed beforehand and that both parties read this document carefully.

These notes should be read before completing the Marriage Contract (nikah) application. They explain the information required in each section.

1. Personal Details of Bride and Bridegroom

Name, Fathers Name, Date of Birth, and Place of Birth: These should be written in full and as entered on official documents, e.g., passport, driving licence. Please ensure spellings are consistent.

Address: Include full permanent address with UK postcode as written in official documents, e.g., passport, driving licence, bank statements. If the bride and/or bridegroom are not permanently resident in the UK at the time of completing the Marriage Contract, enter full permanent address abroad.

Religion: Indicate your religion and aqeedah

Nationality: Indicate all citizenship documents and passports held at the time of completion of the marriage contract.

2. Status of bride and bridegroom

Accurate completion of this section ensures that the rights of children from any previous marital relationship are protected and that the spouses are mutually aware of any existing financial obligations in relation to children born of any previous marital relationship.

If either is divorced or widowed then proof of this should be provided.

3. Mahr

Mahr is the consideration for the contract of marriage between the parties. It may be in the form of money and/or goods given by the Bridegroom to the Bride in consideration for the marriage. It is an essential element of Muslim marriage and is exclusively reserved for the use of the female partner. Payment of *Mahr* could be immediate (prompt), or deferred.

Full Amount of Mahr: Record the total value of the agreed *Mahr*, e.g. £5,000 in cash, or a weight in gold.

a) Mu'ajjal (Immediate/Prompt): This means the total amount of *Mahr* payable by the Husband at the time of signing the marriage contract.

b) Mu'wajjal (Deferred): This means the portion of the *Mahr* which is payable to the wife at a specified point in the marriage or at time of dissolution of the marriage through divorce or death of the husband which would come out of his estate. Any deferred *Mahr* that remains unpaid at the time of dissolution becomes a debt against the former husband's assets.

Property given in lieu of Mahr: If any immovable property (land, building, share in a house, flat, etc) is given by the bridegroom to the bride in lieu of any portion of the *Mahr*, enter the full address, details of the property (size, or precise portion of the share).

4. Property Brought into the Marriage, Dowry (*Jehez*), and Customary Gifts

a) Any property the bride brings to the marriage through her own efforts or through inheritance remains the property of the bride and should be written down;

- b) Any customary gifts given by the bride's family (dowry/jehez) at the time of marriage remains the property of the bride and should be written down;
- c) Any customary gifts given by the bridegroom and/or his family to the bride at the time of marriage and which are not expressly mentioned as part of the *Mahr* remains the property of the bride and should be written down;

5. Witnesses

According to Islamic law, a witness should be sane, adult and reliable. This requirement is gender/faith neutral. Hence, the Muslim Marriage Certificate requires to be witnessed by two males or one male and two females. should be witnesses of good character.

It is preferable that the witnesses are normally resident in the UK. Personal details should be written in full and as entered on official documents, e.g.; passport, driving licence. Please ensure spellings are consistent. Include full permanent address with UK postcode as written in official documents, e.g., passport, driving licence, bank statements.

6. Special Conditions

Any special conditions agreed upon between both parties should be listed here.

7. Place of Ceremony

Enter the full name and address of the place of ceremony.

8. Date and Time

Enter the proposed date and time of the ceremony.

Guidance Notes for the Muslim Marriage Contract (Nikah)

Definitions:

Nikah - the Muslim contract of marriage;

Mahr - prescribed amount (cash/kind, immediate or deferred) given by the bridegroom to the bride in consideration of the marriage;

Wakeel - representative of the bride, whom if required is authorised by the bride to accept the proposal of the nikah on her behalf;

Witnesses - two male witnesses or one male and two females of good character, all should be adult;

Ijab/Qabul - formal marriage proposal and acceptance;

Husband/Wife - bridegroom/bride after marriage contract;

The marriage contract involves some obligations and rights toward each other sanctified by Allah and His messenger, Muhammad (peace and blessings be upon him). Fulfilling the terms of this contract is a religious obligation and duty rewarded in this world and the hereafter. Violation of these agreed terms constitute a sin.

Apart from a formal contractual obligation marriage is also a relationship between two human beings, a man and a woman, that is ideally based on love, mercy and kindness. The partners are therefore expected to base their behaviour not just on legal right and duties but on the spirit of goodwill, generosity, consideration and sympathy, taking into account each other's individual likes and dislikes. They are expected to conduct all family affairs through mutual consultation in the spirit of giving more than less (Q: 83 : 1-3).

All the rights and obligations expressed or implied hereunder are according to the Shari'ah derived from the Qur'an, Sunnah, Qiyas and Ijma' as codified by prominent Muslim Jurists. Since a marriage contract is a social contract entered into willingly, it recognises and upholds all prevailing social norms, etiquettes and local customs (implicit or explicit), including the law of the land, which are not in direct contradiction of the Shari'ah.

Mutual Rights and Obligations:

Marriage is a union for life having mutually inclusive benefits and fulfilment for the contracting parties including the following:

- Preservation of chastity and security of gaze
- Companionship inside and outside home
- Emotional and sexual gratification
- Procreation and raising of any children by mutual consultation
- Agreement to live together in a mutually agreed country and establish their matrimonial home therein
- Working collectively towards the socio-economic welfare and stability of the family
- Maintaining social contacts with family and friends mutually beneficial for the family
- Managing their individual activities/roles inside and outside the home by mutual consultation
- Stay loyal to each other and never engage in extra-marital affairs with the opposite or same sex

Obligations of the Husband:

In addition to the mutual duties and obligations, the husband undertakes not to:

- abuse his wife/child(ren) verbally, emotionally, physically, or sexually
- desert/be absent from the marital home for any period unless by mutual agreement
- enter into formal or informal nikah (Muslim marriage contract) in the UK or abroad with another woman, as it is unlawful under the laws of England and Wales as well as the Scottish legal system.
- withhold economic contribution towards his wife/family
- sexually transmit disease or other transmissible diseases
- misuse/interfere with the wife's property

Obligations of the Wife:

In addition to the mutual duties and obligations, the wife undertakes not to:

- abuse her husband/child(ren) verbally, emotionally, physically, or sexually
- desert/be absent from the marital home for any period unless by mutual agreement
- sexually transmit disease or other transmissible diseases
- misuse/interfere with the husband's property

Special Conditions: (if any of the following are agreed upon these should be listed on the application form)

- the husband delegates his power of divorce (talaq al-tafwid) to his wife.
- any other special conditions mutually agreed upon by husband and wife.

Divorce

According to Islamic law, marriage is the most sacred commitment in life between two adults of opposite sex. It attempts to save it wherever possible. As a consequence divorce is regarded by Allah as the most 'hated thing' However, breakdown in marriage does take place for a variety of reasons.

If the divorce is initiated by the husband he has to pay the wife any *Mahr* that remains unpaid.

If the divorce is initiated by the wife (talaq al-tafwid) and her husband is found to be at fault by the arbiters she does not lose her *Mahr*.

But if she can not prove his fault, she has to return to her husband whatever *Mahr* amount she has already received.

If the wife initiates the divorce, this is called 'khula' and she must return whatever the husband has given her in consideration for the marriage.

If the husband refuses to accept the 'khula'. The wife has the right to apply to a Qazi or Shari'ah Council for an annulment of the marriage, known as 'fasakh'

Arbitration and Adjudication:

- All differences between husband and wife pertaining to this marriage contract, should be amicably resolved between themselves.
- However, failing satisfactory resolution of differences, both parties undertake to settle their differences through family consultation and/or community leaders.
- Before resorting to legal redress through British Civil Courts parties undertake to seek arbitration/reconciliation through a reputable UK-based Sunni Hanafi Shari'ah panel/body/council whose decision shall be morally binding on both parties.
- In matters of child(ren), custody and property possession/division the decision of a British Court will be acceptable to both parties.

Termination of Marriage Contract:

- Parties to this contract undertake to endeavour to do their best to uphold the terms of this contract.
- Neither party will end this contract unilaterally without recourse to arbitration/reconciliation by an independent Muslim professional body.
- Failing to resolve differences through arbitration/reconciliation they can seek legal redress through a UK-based Sunni Hanafi Shari'ah body and/or a British Civil Court only if the marriage was conducted at a mosque registered for civil marriage or if a civil ceremony preceded the Muslim Marriage Contract (nikah) and arbitration fails to resolve the dispute, the marriage must be dissolved through a British court first.

Requirements for Muslim Marriage Contract (Nikah) ONLY

PRELIMINARIES

Prior to the Muslim Marriage Contract (Nikah), both parties are required to complete a 'Muslim Marriage Application Form'. An appointment will be required to do this.

In order for the mosque to arrange for an Imam to be present at the ceremony, a notice of at least 3 weeks is required.

The following documents and the correct fee must be produced with the Muslim Marriage Application Form:

- Passport
- Proof of Address
- Evidence that a previous marriage has ended (ie. Decree Absolute, Death Certificate, Divorce Documents - if applicable)
- Fee £200 (if Nikah will take place at the Mosque)
- Fee £225 (if Nikah will take place at your chosen venue within a 10 mile radius)

If either party to the marriage is under 18 years of age, parental consent will be required.

THE CEREMONY

On the day of the ceremony, an Imam from the Mosque will attend to conduct the Muslim Marriage Contract (Nikah) at your chosen venue.

For the Muslim Marriage Contract to be valid, two copies of the Muslim Marriage Certificate will need to be officially sealed by the Mosque office, this process will be taken place no later than 7 days after the Ceremony has taken place. The imam will be paid by the mosque.

For Further Information, please contact the Mosque office:

Telephone: 01706 649786 (Mon-Fri 4.30pm - 6.30pm)

www.goldenmosque.org

Email: info@goldenmosque.org