

MAHR – AMONGST MANY RIGHTS, THIS IS ONE OF THE MOST IMPORTANT RIGHTS OF A WIFE

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With the restrictions of lockdown being lifted and wedding season in full swing, there cannot be a better time for us to talk about Mahr. What is this? Who does it belong to? How much should the husband pay? Is it a must?

Award winning, Leeds based solicitor Sabeena Din is back to answer your questions.

In Islam, marriage holds a high value and is a Sunnah (tradition/practice) of Prophet Mohammed (PBUH). Marriage is the only legitimate or the halal way to live with someone, so to cohabit one must enter into a 'Nikah' (marriage according to Islamic law) as living together as a couple outside the 'Nikah' contract is not permissible under sharia law or haram.

There are 3 elements that form the Nikah contract which are:

- (a) Consent of both parties
- (b) An offer (the groom offers)
- (c) An acceptance (by bride).

It is absolutely vital that these three things are present to form the Nikah contract.

What is a Mahr – It is one of the



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important aspects of a nikah marriage or contract. It is a gift, or a promise of a gift, to the wife by the husband. It is usually agreed between the parents or elders of the bride and the groom verbally or in writing shortly before the couple's marriage. It is recorded on the nikah contract. Technically it's a clause in your nikah contract.

Mahr is an obligation, in the form of money or possessions paid by the groom. While the mahr is often money, it can also be anything agreed upon by the bride such as jewellery, home goods, furniture, money, property or some land. Mahr is typically specified in the nikah contract signed upon marriage and agreed in advance.

Mahr is said to be one of the many rights of the wife and it is something which must be given directly to her. There are two kinds of mahr, prompt or deferred. Deferred mahr is delayed at a later point. Some people fix the mahr to an agreed limited sum of cash. There is no fixed or even recommended amount in Islam. More recently in the news is the case of Nazma Quraysha Brishty who is suing her ex-husband and his family for full payment of her mahr, or bridal payment, after the mutually agreed, arranged marriage ended in divorce. If she wins, the case will change the dynamics of the recognition of the nikah all over UK. Thousands of women who for whatever reason have not registered their nikah in the UK may have a precedent case to support them. If Brishty wins this case, her case could help thousands of women in similar positions on their nikah marriages. Under sharia law, the wife has the right to ask for her full mahr at any time during her marriage or upon a divorce. Married south Asian women who have registered their marriage in the UK must apply to the family court to deal

with finances of the marriage, which typically is a part mahr payment (if at all) of the money as part of the overall financial settlement under section 25 of the Matrimonial Causes Act 1973. The UK courts have dealt only with cases involving written mahr,

England in January 2017. They separated later that year and were divorced in 2018. Brishty's former in-laws paid her £5,005 – the mahr written in their nikah contract but refused to pay the remaining sum that Brishty says her former father-in-law promised verbally, in the presence of her father and another witness, before and at the wedding ceremony. Her ex-husband and his family deny there was an oral contract.

At present there is no case law or parliamentary law dealing with women in her position. This case if won will be a huge victory for all those in similar position. This will then become a leading case in this area. It will mean more women will come forward and demand a full payment of their mahr either oral or written.

The judgement in this case would be a firm stand for not only Muslim women but to women from all cultural backgrounds where the tradition of giving mahr is practised, regardless of their immigration status in the UK and whether the contract was in oral or written form.

The fact is that the law does have a gap where women who only have had a nikkah contract in the UK are without any protection. The judgement if in favour of the



Image: Wikipedia

London County Court.

in parties nikah contracts. The case of Brishty is the first case of its kind, involving an alleged oral contract to be heard in the UK courts.

The facts of this particular case are that Brishty (wife) has taken her ex-husband, former mother-in-law and former father-in-law, to the London County Court to demand the full payment of her mahr, which she says is worth approximately £55,000. The couple had a mutually agreed, arranged marriage in

wife will give these women a ray of hope.

It will be interesting to see how the court rules in this case.

Where can I get more information about this?

To find out where your marriage stands under English law or if you're planning on getting married and wish to obtain advice contact Sabeena Din at Milson Legal Solicitors for a free initial consultation on **0113 8730032**.



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