

Islamic Shari'a Contracts: Pre-Nuptial and Custody Protections

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Islamic family law allows for the determination of a woman's right to divorce, as well as the amount of future alimony in the case of divorce - these rights are set forth in her original marriage contract. In California that contract may - or may not - be enforceable as a prenuptial. In addition, of considerable interest in disputed international custody cases, is the application of Islamic contracts to define custody and parenting plans. Many recent American courts have ordered "mirror orders" in Islamic jurisdictions to address custody. Because Islamic law does not recognize secular orders originating from outside their jurisdiction, Islamic contracts are taking the place of registering un-enforceable American court decisions. Examples of what can - and cannot be - included within an Islamic marriage and parenting contract are presented.

Islamic law is probably the most widely applied family law system in the world today.³ Islamic Law sets forth rules regarding marriage, divorce, child custody, and many other matters of family and community relations. The Islamic marriage contract is a powerful instrument to enforce women's rights in their marriage and during divorce.

Unfortunately, the importance of these contracts is often not appreciated, with dire results. For example, without an Islamic marriage contract reserving the woman's right to divorce, the wife of a Muslim man residing in an Islamic country

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³ Emory Law School, Law and Religion Program: Islamic Family Law. Web publication 2002. <http://www.law.emory.edu/IFL>.

may have no legal means by which to leave her marriage. In some Islamic countries she also may have no legal means to leave the country. Thus, absent an enforceable marriage contract a non-Muslim woman married to a Muslim man can find herself essentially imprisoned in an unhappy marriage in a foreign land. There are many stories of American women taking extreme and sometimes dangerous steps to escape such predicaments.

Islamic Contracts

Shari'a, the Arabic term for Islamic law, first appears in the Quran to mean "path" or "way."⁴ A divine law considered the expression of God's will and justice, Shari'a governs all aspects of life.⁵ Although some Islamic countries have revised their legal systems to incorporate other secular systems, Shari'a continues to influence and shape marriage and family law in almost all Islamic nations.

Islamic law and custom dictates, 'For those in a contract, the law is the contract'. Various authorities are cited to support this, most importantly in the Quran, *Al-Baqarah* 2:177 :

لَيْسَ الْبِرَّ أَنْ تُوَلُّوا وُجُوهَكُمْ قِبَلَ الْمَشْرِقِ وَالْمَغْرِبِ وَلَكِنَّ
الْبِرَّ مَنْ آمَنَ بِاللَّهِ وَالْيَوْمِ الْآخِرِ وَالْمَلَائِكَةِ وَالْكِتَابِ وَالنَّبِيِّينَ
يَتَمَامَى وَالْمَسَاكِينَ وَآتَى الْمَالَ عَلَى حُبِّهِ ذَوِي الْقُرْبَىٰ وَالْ
وَابْنِ السَّبِيلِ وَالسَّائِلِينَ وَفِي الرِّقَابِ وَأَقَامَ الصَّلَاةَ وَآتَى
الزَّكَاةَ وَالْمُؤْفُونَ بَعْدَهُمْ إِذَا عَاهَدُوا وَالصَّابِرِينَ فِي الْبَأْسَاءِ

⁴ Fatima Akaddaf, *Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to Arab Islamic Countries: Is the CISG Compatible with Islamic Law Principles?*, 13 PACE INT'L L. REV. 16 (2001).

⁵ *Id.*; JAMAL J. NASIR, *THE ISLAMIC LAW OF PERSONAL STATUS* 2 (2d ed. 1990).

لَيْتَ لَكُمْ هُمْ وَالضَّرَّاءَ وَحِينَ الْبَأْسِ أُولَئِكَ الَّذِينَ صَدَقُوا وَأُو الْمُنْفُونَ

Which states, “..it is righteousness – to believe in God and the Last Day.....and...to fulfil the contracts which ye have made.”⁶ Contracts are addressed throughout the Quran and the *Hadiths* (oral traditions relating to the words and deeds of the Prophet Mohammad) with examples given for contracting terms for taking on debt and terms of trade⁷, for the emancipation of slaves⁸, share cropping of dates and barley⁹ and cultivation of land¹⁰, and the terms under which a contract is to be documented and witnessed.¹¹ But the most complete discussion and repeated direction within both the Quran and numerous *Hadiths* is given for the Islamic marriage contract.

The Islamic Marriage Contract

In Islam, marriage is a civil contract between husband and wife legalizing intercourse and the procreation of children.¹² This aspect of Islam sets it apart from religions in which marriage is considered a spiritual, not civil, union. Marriage is considered essential to the stability and growth of the family and the

⁶ Translated by Yusuf Ali as: “*It is not righteousness that ye turn your faces towards east or West; but it is righteousness- to believe in God and the Last Day, and the Angels, and the Book, and the Messengers; to spend of your substance, out of love for Him, for your kin, for orphans, for the needy, for the wayfarer, for those who ask, and for the ransom of slaves; to be steadfast in prayer, and practice regular charity; to fulfil the **contracts** which ye have made; and to be firm and patient, in pain (or suffering) and in adversity, and throughout all periods of panic. Such are the people of truth, the God-fearing.*”

⁷ Quran, Al-Baqarah, Translated by Yusuf Ali, Chapter 2, Verse 282.

⁸ Bukhari translation:Book #46, Hadith #737

⁹ Bukhari translation:Book #39, Hadith #521

¹⁰ Bukhari translation:Book #36, Hadith #464

¹¹ Quran, Al-Baqarah, Translated by Yusuf Ali, Chapter 2, Verse 282, in part: “...*And get two witnesses out of your own men. And if there are not two men (available), then a man and two women, such as you agree for witnesses, so that if one of them (two women) errs, the other can remind her. And the witnesses should not refuse when they are called on (for evidence). You should not become weary to write it (your **contract**), whether it be small or big, for its fixed term, that is more just with Allah; more solid as evidence, and more convenient to prevent doubts among yourselves, save when it is a present trade which you carry out on the spot among yourselves, then there is no sin on you if you do not write it down. But take witnesses whenever you make a commercial **contract**.*”

¹² *Id.*; JAMAL J. NASIR, THE ISLAMIC LAW OF PERSONAL STATUS 2 (2d ed. 1990).

basic unit of the Islamic community.¹³ Under Shari'a, marriage is incumbent on Muslim men and women unless they are financially or physically unable to lead a married life.¹⁴ Although marriage in Islamic legal traditions has much in common with marriage in other faiths, it also has unique characteristics that distinguish it in significant ways.

Preconditions of and Prohibitions on Marriage

Shari'a proscribes certain preconditions to a valid marriage contract, and prohibits marriage on various grounds. To contract a valid marriage a Muslim man or woman must be sane and must have reached puberty. The woman must be unmarried. Aside from this, a marriage may be prohibited on grounds of religion and kindred affinity. While all the juristic schools allow a Muslim man to marry a Jewish or Christian woman, they prohibit Muslim women from marrying non-Muslim men. Men are generally forbidden from marrying their ascendants, descendants, the ascendants or descendants of their wives, or the wives of their ascendants or descendants.¹⁵ Children breast-fed from the same woman are prohibited from marriage to each other when they come of age, and are considered related as 'milk-brother' or 'milk-sister'.

Attributes of the Marriage Contract

In general, the Islamic marriage contract consists of an offer (*ijab*) and acceptance (*qabul*) that occur at the same meeting. In order for the contract to be valid, the man and woman must both hear and understand the offer and acceptance.¹⁶ In most interpretations of Shari'a,¹⁷ a woman must have a legal

¹³ See Joelle Entelis, *International Human Rights Regarding Women's Equality and Islamic Law* 20 FORDHAM INT'L L.J. 1269-1270 (1997).

¹⁴ JOHN L. ESPOSITO, *WOMEN IN MUSLIM FAMILY LAW* 15-16 (1982).

¹⁵ *Id.* at 61-62; Esposito, *supra* note 26, at 21.

¹⁶ Nasir, *supra* note 2, at 46.

guardian to conclude the marriage contract on her behalf even if she is an adult.¹⁸ There is no requirement under any school that the marriage contract be made in a particular form or ceremony. Thus, although the Quran recommends that marriage contracts be in writing, oral contracts are valid.¹⁹

The marriage contract is not a service contract, and it does not provide the husband with someone to cook and perform housework. The intent of the contract is to clarify the amount and transaction of the bride dower, identify contract stipulations that are important to each in the relationship, and to provide a financial safety net to the wife if a divorce were to occur.

Bride Dower – *Mahr* and *Sadaq*

Whether or not it is specified in the marriage contract, a groom must pay his bride dower, a sum of money or other property that is useful, of monetary value - *Mahr*.²⁰ The dower is not a bride-price and is considered the property of the wife (not her guardian or relatives) to spend as she pleases. Although it becomes payable to the wife due to the marriage, a dower may be paid immediately in full, or all or part of it may be deferred - *Sadaq*. A deferred dower is payable to the wife upon a date agreed to by the couple, or upon divorce or death, whichever occurs first.²¹ A large deferred dower specified in the marriage contract can function as a safeguard for wives against divorce; a husband who wants to divorce his wife may opt to stay married rather than pay her deferred dower upon divorce. A married Muslim woman is legally entitled to financial independence, and her husband may not touch her financial assets. In addition, the husband

¹⁷ Except some communities in Turkey, Afghanistan, Pakistan, India, China, Bangladesh, Iraq, Albania as well as the countries of Syria, Egypt, and Jordan, in Nasir, *supra* note 2, at 15; ANNE-MARIE HUTCHINSON AND HENRY SETRIGHT, INTERNATIONAL PARENTAL CHILD ABDUCTION 14 (1998).

¹⁸ *Id.* at 50. The Hanafi school does, however, require a guardian if the woman is of no or limited legal capacity. *Id.*

¹⁹ Esposito, *supra* note 26, at 16.

²⁰ Nasir, *supra* note 29, at 46, 48.

²¹ *Id.* at 49.

must support her and she is under no obligation to support him during the marriage.²²

Contract Provisions and Stipulations

The imposition of regional customs and traditions in the name of Islam is common across the Islamic world. One almost universal Islamic custom is the subordination of women. Ironically, the Quran – considered the direct word of God - states that the only distinction between men and women is in their marriage. The Quran says as every unit must have a leader, the male is seen as the leader of the family unit.²³

وَالْمُطَلَّاتُ يَتَرَبَّصْنَ بِأَنْفُسِهِنَّ ثَلَاثَةَ قُرُوءٍ وَلَا يَحِلُّ لَهُنَّ أَنْ
يَكْتُمْنَ مَا خَلَقَ اللَّهُ فِي أَرْحَامِهِنَّ إِنْ كُنَّ يُؤْمِنْنَ بِاللَّهِ وَالْيَوْمِ
الْآخِرِ وَبَعُولَتْهُنَّ أَحَقُّ بِرَدِّهِنَّ فِي ذَلِكَ إِنْ أَرَادُوا إِصْلَاحًا
وَلَهُنَّ مِثْلُ الَّذِي عَلَيْهِنَّ بِالْمَعْرُوفِ وَلِلرِّجَالِ عَلَيْهِنَّ دَرَجَةٌ
وَاللَّهُ عَزِيزٌ حَكِيمٌ²⁴

The ultimate result of the subordination of women is that the husband generally has the final authority over the wife. Furthermore, the standard Islamic marriage contracts automatically favor the husband. For example, in Islam the husband may *unilaterally* divorce his wife at any time, without specifying any reason. However, a woman may do so only if she acquires this right when contracting her marriage, or if other specified conditions occur (such as impotence on part of the

²² Azizah Y. al-Hibri, Understanding Muslim Marriage Contracts, Islamic Horizons, March/April 2001, pp. 30-34

²³ Al-Baqara 2:228 “... and the divorced women shall undergo, without remarrying, a waiting-period of three monthly courses: for it is not lawful for them to conceal what God may have created in their wombs, if they believe in God and the Last Day. And during this period their husbands are fully entitled to take them back, if they desire reconciliation; but, in accordance with justice, the rights of the wives [with regard to their husbands] are equal to the [husbands'] rights with regard to them, although men have precedence over them [in this respect]. And God is almighty, wise.”

husband, disease, imprisonment, witnessed excessive physical abuse, or financial abandonment). That is why it is so important for wives to insist on delineating their rights in the contract.

The bride and groom have the right to add provisions to the marriage contract at the time of marriage, or any time afterwards, by including additional contract clauses. However, not all contract terms will be upheld. In order to be valid, such clauses must further the object of the marriage and not violate the Shari'a.²⁴ For instance, conditions that the husband need not maintain the wife,²⁵ or that the husband must divorce a previous wife²⁶ are deemed void. However, clauses that grant the wife greater freedom of movement and travel, the right to work, or the power to divorce her husband at will, are valid.²⁷ A valid clause is enforceable by the party who made it; that party has the power to cancel the contract if the clause is violated.²⁸

Islamic law allows a man to marry up to four wives simultaneously, but the man must treat all wives equally. The man is not required to seek the permission of his current wives to remarry. Including a restriction on additional marriage within one's civil marriage contract has not been upheld when disputed in Shari'a courts.²⁹ However, a wife can include the husband's remarriage as a cause for divorce within her contract. Thus, upon his remarriage she could at least obtain a divorce.

There is a Quranic verse which appears to explicitly permit husbands to punish their wives and this verse has been used by many male scholars to argue in favour of the man having the right to "beat" his wife, as found in *Al-Nisa* 4:34:

²⁴ Esposito, *supra* note 26, at 23; Nasir, *supra* note 2, at 56. Applicable in Saudi Arabia and Qatar, with some followers in Jordan, Syria, Egypt, and Iraq.

²⁵ Esposito, *supra*.

²⁶ Nasir, *supra* note 2, at 56.

²⁷ Esposito, *supra* note 26, at 23.

²⁸ *Id.* at 24; Nasir, *supra* note 2, at 56.

²⁹ Dawoud Sudqi El Alami and Doreen Hinchcliff, *Islamic Marriage and Divorce Laws of the Arab World*, Kluwer Law International, 1996.

الرِّجَالُ قَوَّامُونَ عَلَى النِّسَاءِ بِمَا فَضَّلَ اللَّهُ بَعْضَهُمْ عَلَى
بَعْضٍ وَبِمَا أَنْفَقُوا مِنْ أَمْوَالِهِمْ فَالصَّالِحَاتُ قَانِتَاتٌ حَافِظَاتٌ
لِّلْغَيْبِ بِمَا حَفِظَ اللَّهُ وَاللَّاتِي تَخَافُونَ نُشُوزَهُنَّ فَعِظُوهُنَّ
وَأَهْجُرُوهُنَّ فِي الْمَضَاجِعِ وَاضْرِبُوهُنَّ فَإِنِ اطَّعْنَكُمْ فَلَا
تَبْغُوا عَلَيْهِنَّ سَبِيلًا إِنَّ اللَّهَ كَانَ عَلِيمًا كَبِيرًا

Because of the controversy amongst Arabic scholars over how to accurately translate this important verse into English, the authors are providing both the Yusuf Ali English translation³⁰, as well as the following:

“As to those women on whose part you fear *nushuz* (to rise above or act superior to), admonish them (first), (then) *wahjuruhanna fi'l madhaji'l* (abandon them in beds), (and last) *wadhrubuhunna* (hit them lightly): and if they obey you, seek not against them means (of annoyance or harm), for God is most high and Great (above you all).” [Qur'an 4:34]³¹

A woman can generally seek judicial divorce for physical abuse, and under Jordanian and Kuwaiti law, verbal abuse is sufficient grounds. However, rules of evidence requiring a specified numbers of witnesses (the testimony of a woman witness is often of less value than that of a man's) often limit a woman's access to divorce due to domestic abuse. Stipulating in the marriage contract that any evidence of domestic violence is grounds for divorce would allow the wife to

³⁰ Translated by Yusuf Ali as: *MEN SHALL take full care of women with the bounties which God has bestowed more abundantly on the former than on the latter, and with what they may spend out of their possessions. And the righteous women are the truly devout ones, who guard the intimacy which God has [ordained to be] guarded. And as for those women whose ill-will you have reason to fear, admonish them [first]; then leave them alone in bed; then beat them; and if thereupon they pay you heed, do not seek to harm them. Behold, God is indeed most high, great!*

³¹ Translation from: Azizah Y. al-Hibri, *An Islamic Perspective on Domestic Violence*, Fordham International Law Journal, December 2003 (27,1).

leave the marriage with less worry that the Shari'a court would find that the husband's abuse was unproven --or within his right.

Other provisions that may be included in the marriage contract include the right to decide if and when the wife may work, specific conditions for divorce, and separation of property obtained during the marriage. Implicit in the marriage contract is that husbands have to support wives and provide them with food, clothing, and lodging, but it may be included in the contract that a husband would not leave his wife for any period of time without specified maintenance, or that the separation not exceed an agreed-to term. Marriage contracts from the early decades of the seventeenth century have included seasonal wardrobe and housing requirements, conditions that the husband not be absent for extended periods, that the husband not beat the wife, monthly financial allowances, specified travel, and the wife's wish not to move far from her family.³²

Other stipulations may reflect individual concerns and situations, including agreeing that his wife's child from another marriage live with them. Child custody after divorce is not usually considered within the marriage contract; however some modern contracts are reported to specify custodial arrangements to favour the mother. Although not tested in application, custodial agreements that contradict Islamically proscribed automatic transfer of custody to the father are believed to be enforceable.³³

California Uniform Premarital Agreement Act

Judicial opinion across the United States has differed in their treatment of the Islamic marriage contract and the dower provisions. While some jurisdictions

³² Amira El Azhary Sonbol (editor), *Women, the Family, and Divorce Laws in Islamic History*. Mohamed El-Hindi Series on Arab Culture and Islamic Civilization, Syracuse University Press. 1966.

³³ Personal Communication, M. Radwan, Assistant Director for Political and Congressional Affairs, The Royal Embassy of Saudi Arabia, Washington DC. May 2005.

state that contracted Islamic dower agreements are similar to a prenuptial agreement and are enforceable because they satisfy the requirement of a contract, other states have found that dower agreements are not prenuptial agreements and that they facilitate divorce or separation by providing for a settlement and are void because such agreements promote profiteering from divorce. The California Family Code, containing many statutes adopted as Uniform Acts, is the applicable legal authority that addresses the many aspects of marital dissolution, specifically, child custody, visitation, support and property division within California.

The property rights of husband and wife prescribed by statute may be altered by a premarital agreement or other marital property agreement.³⁴ A potential Husband and Wife can enter into an agreement prior to marriage that can affect their rights at the time of dissolution. The “prenuptial” or “prenup” as it is popularly called is a premarital agreement between two individuals that becomes an enforceable contract. It must be signed by both parties, is enforceable without consideration³⁵ and becomes effective upon marriage³⁶.

The subject matter of premarital agreements is outlined in California Family Code section 1612 and allows parties to contract the following:

(1) The rights and obligations of each of the parties in any of the property of either or both of them whenever and wherever acquired or located.

(2) The right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property.

³⁴ California Family Code § 1500

³⁵ California Family Code § 1611

³⁶ California Family Code §1613

(3) The disposition of property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event.

(4) The making of a will, trust, or other arrangement to carry out the provisions of the agreement.

(5) The ownership rights in and disposition of the death benefit from a life insurance policy.

(6) The choice of law governing the construction of the agreement.

(7) Any other matter, including their personal rights and obligations, not in violation of public policy or a statute imposing a criminal penalty.

Premarital agreements are limited by the public policy of the state regarding support, custody and visitation. Issues as to child support cannot be “contracted” away in a premarital agreement as California has mandatory statewide guideline child support that is very strict.³⁷ The right of a child to support may not be adversely affected by a premarital agreement.³⁸

A premarital agreement can address the issue of spousal support. In California a spouse may be entitled to spousal support in an amount that maintains the marital standard of living established during the marriage.³⁹ This is often in the form of temporary orders pending the overall resolution of the case. For ongoing support, for a marriage of longer than ten (10) years, there is a presumption that the marriage is deemed a marriage of long duration.⁴⁰ The court will not terminate its jurisdiction to award support, thus the support could go on

³⁷ California Family Code § 4055

³⁸ California Family Code § 1612 (b)

³⁹ California Family Code § 3600 et seq.

⁴⁰ California Family Code § 4336 (b)

indefinitely subject to certain provisions of the Family Code.⁴¹ For shorter-term marriages of less than ten (10) years, the duration of support is often one-half the duration of the marriage.

Though spousal support can be addressed in a premarital agreement with regard to amount and duration or complete waiver of support, it will be enforceable only if the party against whom the spousal support provision is sought was not represented by independent counsel at the time the agreement containing the provision was signed, or if it is unconscionable at the time it is enforced. Even if the party was represented and it is deemed unconscionable, the court can set aside that provision of the agreement.⁴²

Contract Enforceability

The premarital agreement is not enforceable if the person against whom enforcement is sought proves any one of the following: (1) that the agreement was not **voluntarily executed**;⁴³ (2) the agreement was **unconscionable when it was made** and before signing the agreement all of the following applied to that party: the party was not provided a fair, reasonable and full disclosure of the property or financial obligations of the other party;⁴⁴ there was no voluntary express waiver of the right to receive this disclosure;⁴⁵ and the party could not reasonable have known or had adequate knowledge of the property or obligations of the other party.⁴⁶

To establish the voluntary requirement of the premarital agreement and ensure the enforceability of the agreement the following must be met: (1) Both parties must be represented by legal counsel or after being advised to seek independent

⁴¹ California Family Code § 4336 (a)
⁴² California Family Code § 1612 (c)
⁴³ California Family Code § 1615 (a)(1)
⁴⁴ California Family Code § 1615 (a)(2)(A)
⁴⁵ California Family Code § 1615 (a)(2)(B)
⁴⁶ California Family Code § 1615 (a)(2)(C)

legal counsel the party waives in a *separate writing* that they are waiving representation by independent legal counsel.⁴⁷ (2) There must be at least seven (7) calendar days between when the party was presented with the premarital agreement (and advised to seek legal counsel) and when it is signed.⁴⁸ (3) The unrepresented party was fully informed of the terms and basic effect of the agreement as well as rights and obligations he or she was giving up by signing the agreement **and** was proficient in the language in which the explanation of the party's rights was conducted and proficient in the language in which it was written.⁴⁹ (4) The agreements and writings were not executed under duress, fraud, or undue influence and the parties must have the legal capacity to enter into the agreement.⁵⁰ The court can also consider other factors that it deems relevant.⁵¹ Not enforcing Islamic marriage contracts causes problems for many immigrant Muslim women in the United States, especially when they use the *sadaq* as a financial security net.

In *re Dajani*, (1988) 204 Cal.App.3d 1387 interpreted the *mahr* of a Muslim marriage contracted in Jordan to be a prenuptial provision "facilitating divorce" because payment was only upon dissolution of the marriage. Because this was considered "profiteering by divorce" and against public policy, the court held the contract unenforceable. In *re Shaban*, (2001) 88 Cal.App.4th 389 rejected a husband's attempt to enforce the *sadaq* (of approximately \$30) listed in his Egyptian contract, instead awarding the wife \$1.5 million in community property. In *Aziz v. Aziz* (1985) 488 N.Y.S.2nd 123 the New York Supreme Court found a Muslim marriage contract, with its dower provision of \$5,000 *sadaq* (due at divorce) and \$32 *mahr* (at contract signing) enforceable because it conformed to the requirements of New York general contract law. And in *Akileh v. Elchahal*

⁴⁷ California Family Code § 1615 (c)(1)
⁴⁸ California Family Code § 1615 (c)(2)
⁴⁹ California Family Code § 1615 (c)(3)
⁵⁰ California Family Code § 1615 (c)(4)
⁵¹ California Family Code § 1615 (c)(5)

(1996) 666 So.2d 246 the Florida Court of Appeals also upheld the *sadaq*.⁵² In an unusual case from Ohio (*Awada v. Awada*, 1999 unpublished) the *sadaq* was found to be unenforceable because the marriage had not been consummated, the marriage was annulled, and the Islamic marriage contract void.

For the women entering marriage to a Muslim man, ignorance of her rights to negotiate favourable terms in her Islamic marriage contract may result in severely restricted freedoms if she finds herself wishing for divorce in the Islamic world. Because of the gender-based divorce and custody laws in the Islamic jurisdictions, and due to the lack of recognition of foreign secular, non-Islamic family court decisions, there are no legal processes that would protect the interests of a woman entering into marriage to a Muslim man other than those rights she reserves within her Islamic marriage contract. It is recommended that any woman entering into a Muslim marriage in the United States obtain guidance from an attorney to assure enforceability of her contract in her home state, and confirm her personal legal status if she were to travel or relocate to an Islamic country.

The information relating to the legal requirements of specific foreign countries is obtained from past experience and is not necessarily authoritative. Questions involving interpretation of specific foreign laws should be addressed to foreign counsel.

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⁵² Azizah Y. al-Hibri, An Islamic Perspective on Domestic Violence, Fordham International Law Journal, December 2003 (27,1).