

ESSENCE OF MAHR (BRIDE PRICE) IN THE MUSLIM MARRIAGE: A CRITIQUE OF ITS VIOLATION AND MISCONCEPTION WITH REFERENCE TO AL-QURTUBI'S VIEWS

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Abstract

Islam attaches great importance to dignity of women as against the practice in the past when women were treated as chattels. In the Nigerian society, the payment of Mahr which has been made an exclusive material right of the wife in Islam, is neglected with much emphasis laid on prompt payment of an exorbitant amount of guardians' gift. Equally, permissibility of deferment of Mahr till after consummation becomes a polemical issue among scholars as Maliki Jurists insist that its payment promptly is essential to the validity of marriage. Emphasis laid on the minimum and the maximum amount of Mahr also denies the wife her right to decide on any amount she consents to. In this regard, this paper attempts to examine views of scholars and in particular, exegetical discourse of al-Qurtubi on Qur'ānic Passages relating to payment of Mahr and its essence. It intends to critically analyse the violation and misconception of its principles and find panacea to the challenges confronting the protection of women's right to bride price. Exegetical and analytical methods were adopted in this paper. It was discovered that guardians' gift is permissible, but it must be delayed till after the marriage contract. Likewise, prompt payment of Mahr is very desirable to avoid its neglect. The bride also has the right to obtain any amount of Mahr regardless of being smaller than a stipulated minimum or higher amount than the one paid by the Prophet. It is therefore concluded that the breaching and misconception of principles of Mahr lead to the delay of marriage, pre-marital sex and the destruction of valuable rights being given to the wife in the Qur'an regarding the matter of marriage price.

Keywords: Mahr, marriage, right, dowry, dower

Introduction

Marriage of woman in human society is an honour to her personality as it protects her from being used and dumped like she-goat. However, women were being treated like a chattel in the past. They had no right to claim whatsoever in societies, and they were considered as mere objects of sexual pleasure.¹ Before the advent of Islam in Arabia, the guardians used to deny wives the right to have their bride price in their possession.² In African custom, huge amount of marriage gift must be given to guardians as if marriage is a sale of girl. In the old European system and among Hindus of India, father used to give a substantial dowry to his daughter at the period of marriage which became the property of husband as if it is to induce him to marriage.³ This is the reason for which dowry is defined in Oxford Advanced Learners' Dictionary as:

- “1. Money and/or property that, in some societies, a wife or her family must pay to her husband when they get married.
2. Money and/or property that, in some societies, a husband must pay to his wife's family when they get married.”⁴

All these practices undermine the dignity of wife as if the dowry is being made to tempt man to marry woman, or to sell one's daughter to husband as indicated in both the definitions stated above. With the advent of Islam, brides obtain the right to receive bride price and have it in their possession.⁵ In order to protect wife's right to *Mahr*, the Maliki Jurists consider the marriage whose *Mahr* is unanimously avoided by the couple as invalid.⁶ This opinion provokes heated debate among Jurists. More so, the amounts fixed as minimum values of *mahr* in different societies

to ensure the protection of wife's right to a valuable amount of *Mahr* are noted to have been creating challenges for women that cannot find husband who can afford to pay the sum. In Arabian countries, particularly, Saudi Arabia, the amounts fixed as minimum value of *Mahr* by different families render most of their spinsters' unmarried till the age of forty years. Thus the women's marriage is put on hold while their men indulge in unethical things, such as fornication.⁷ Also, in Nigeria, while twenty three thousand four hundred and one naira (N 23,401) is stipulated as the current minimum amount of *mahr*,⁸ there are some workers who earn an amount below twenty three thousand naira monthly in the country and cannot meet up with the stipulated minimum amount of *Mahr*.⁹ Consequently, they are forced to delay marriage, the aftermath of which is the indulgence in pre-marital sex. It is argued by al-Shafi'i that setting an amount as a minimum of *Mahr* is not a tradition of the Prophet.¹⁰

Furthermore, there are some wealthy husbands who do not give priority to the payment of a substantial amount as *Mahr* in several parts of Yoruba speaking areas in Nigeria. The guardians of the wife would rather lay emphasis on their own gifts instead of demanding a substantial amount for their daughters.¹¹ That is the reason why a husband who is able to hire a hall for marriage reception at a cost of five hundred thousand naira would hardly pay thirty thousand as *Mahr*. However, there are divergent juristic opinions on whether the wife has the right to a substantial amount of *Mahr* or not. In order to identify a panacea to the challenges confronting the protection of the material right that the women are entitled to from marriage, views of scholars on Qur'anic Passages relating to payment of *Mahr* as discussed by Abu Abdullah al-Qurtubi are examined in this paper.

A Succinct Biographical Account of Al-Qurtubi

Abu Abdullah Muhammad al-Qurtubi whose exegetical opinions are examined in this paper, is a renowned Exegete and Jurist. His well-known Qur'anic Exegesis titled *Al-Jāmi'u li-Ahkām al-Qur'ān* is a voluminous book which consists of twenty volumes.¹² Many contemporary writers on Exegesis and Islamic law use the work of al-Qurtubi as one of the sources of their works.¹³

Al-Qurtubi was born in 1214 C.E in Cordova in the present day Spain.¹⁴ The educational endeavours of al-Qurtubi was initiated by his father who was determined to let him acquire all the branches of knowledge that were available in that Islamic golden age.¹⁵

Hence, al-Qurtubi studied from renowned scholars and was educated in the knowledge of the Glorious Qur'ān, Rules of Arabic Language, Sciences of the Qur'ān, Islamic law, Arabic Literature among others. Also, he was educated in Hadith by scholars like Ali Ibn Muhammad al-Yahsabi and al-Hassan Ibn Muhammad al-Bakr.¹⁶ After the capture of Cordova, the citadel of Islamic civilization learning, in 1236 C.E by king Fernando I, al-Qurtubi left for Alexandria in the present day Egypt where he studied Hadith and Qur'anic Exegesis. He then moved to Cairo and settled in Munya Banu al-Khus'ib where he spent the rest of his life.¹⁷

Al-Qurtubi died in 671 AH / 1273 C.E in Munya Banu al-Khus'ib in Egypt and was buried there. However, his grave was carried to a mosque where a mausoleum was built in his name in 1971. The place still opens for visit today.¹⁸ Some of other works written by al-Qurtubi include;

- *At-Tadhkirah fi Ahwāl al-Mawta waumūr al-Akhirah*
- *Kitāb al-Asna fi shar'hi asmāi Allahi al-Husan*
- *At-Tadhkār fi Fadli al-Adhkār.*
- *Risālah fi alqāb al-Hadith*
- *Kitāb: AL-Muktabas fi shar'hi Muwwata Malik Ibn Anas.*¹⁹

Mahr (Bride Price) and Dowry as Different Concepts in Marriage Contract

In Islamic marriage, a token of money, possession or property that must be made to the wife by her husband is called *Mahr*. The English translation that is closest to the Islamic meaning of *Mahr* is the word 'dower.'²⁰ According to the wikitionary, "Dower is a property given by a groom directly to his bride at or before their wedding in order to legitimize the marriage." while "*Mahr* is a mandatory gift from the groom to the bride upon marriage in Islamic cultures"²¹ Yusuf Ali²² also used the word "dower" for *Mahr* in the Qur'ān 4:4 when he translated the verse thus: "And give the women (on marriage) their

dower as an obligation ..." (Qur'ān 4:4)

"The concept of *Mahr* (dower or bride price) differs from dowry which in some societies is the property or money that a wife or her family must pay to her husband when they get married.²³ Similarly, in some other societies, dowry is the money or property that must be paid by the husband to his wife's family when they get married.²⁴ It is to be noted from the above definitions that dowry, as an English terminology, is the marriage gift which belongs to bride's guardians..

There are divergent juristic opinions on the legal status of dowry if it is seen as a marriage gift which belongs to the guardians. It is to be noted that the concept of *al-Hibā'* (الْحِبَاءُ)²⁵ connotes this type of dowry. Hanafi, Hanbali and some Shafi'i Jurists opined that *al-Hibā'* (dowry) is permissible on the basis of Prophet Shu'aib's demand for remuneration from Prophet Musa on his marriage to Shuayb's daughter as contained in Qur'ān 28:27.²⁶ Allah says:

He (the man of Madyan) said: I intend to marry one of those my daughters to you, on condition that you serve me for eight years ... (Qur'ān 28:27)

Commenting on this verse, al-Qurtubi pointed out that some scholars noted that the condition stipulated by Shu'aib as indicated in the Qur'ān 28:27 did not involve the mentioning of *Sadāq* (bride price) because it was just a demand of remuneration for himself from Musa. This demand, according to the scholars, is similar to that one practiced by Arabs in the past.²⁶ It should be noted that the practice of demanding for gift of money and items by guardians is still extant among different ethnic groups in contemporary Nigeria.

According to the Maliki Jurists, this type of dowry as indicated above is permissible only after the marriage contract because of a Hadith of the Prophet which reads

أيما امرأة أتكحت على صداق أو حياء أو عدة قبل عصمة النكاح فهو لها، وما كان بعد عصمة النكاح فهو لمن أعطيه.

"Any woman that is married on a dower, a condition of guardian's gift or a provision, before the marriage

contract, the property belongs to her.

But if it is after the marriage contract, it belongs to whosoever is meant for. (Reported by Abu Dawud)²⁷

This Hadith indicates that any gift received by the bride's family before the marriage contract belongs to the bride. But if it is received after the marriage contract, it belongs to whosoever is meant for. It implies that the validity of marriage must have been established before payment of any marriage gift which belongs to the guardians. Thus, to protect the right of the woman to a suitable dower and demonstrate that she is not a commodity to be sold by guardians, the payment of dowry which belongs to the guardians must be delayed till after the contract of marriage as stressed by the Prophet. It should be noted that emphasis laid on family prize by guardians make marriages of the destitute to be delayed in the contemporary Nigeria. *Mahr* is not the problem for many engaged men, but the exorbitant amount of guardian's prize demanded to be paid before the contract of marriage delays marriages and even affects the amount of *Mahr* which bride is entitled to.²⁸

Allah says: "Give them their remuneration for the enjoyment you derive from them, as a duty". (Qur'ān 4:24). Commenting on this verse, al-Qurtubi asserted that *Mahr* is called remuneration because it is a reward for the pleasure that the groom derives from the bride²⁹ In this regard, unlike dowry which is not regarded as a right of the wife in some societies, *Mahr* (dower) is a wife's right which signifies her husband's love and appreciation for her submission to him.

Legal Status of *Mahr* and its Prompt Payment

There are divergent jurists views on whether payment of *Mahr* is an essential requirement for the validity of marriage contract or not.³⁰ Al-Qurtubi stated that indeed, the Maliki jurists objected to the consummation until the husband pays something as *Mahr* even if it is one-quarter of *Dīnār*.³¹ One of their proofs is a Qur'anic verse which reads:

And there will be no blame on you if you marry them on payment of their dower to them (Qur'an 60:10).

Furthermore, another proof of the scholars is the instruction given to Ali and some other Companions by the Prophet in which he commanded them to give out something as *Mahr* to their respective brides before the marriage consummation.³² The majority of jurists, such as the Hanafis, Shafi'is and Hanbalis however argued that *Mahr* is not a requirement for the validity of marriage because its avoidance during the contract of marriage does not make the marriage invalid.³³ The Qur'an 60:10 and the Hadith of the Prophet cited as proofs by the Maliki jurists may only indicate the importance of the prompt payment of *Mahr* before the consummation of marriage. Shaikh Sālih al-Fawzān asserted that *Mahr* is essential, and stipulating it during the contract of marriage is a tradition of the Prophet. According to him, if the *Mahr* is not mentioned during the contract, the marriage is still valid, because it is a right of the woman enjoined by Allah.³⁴

A Hadith of the Prophet was quoted by Bakr and Sayyid Sabiq³⁵ to indicate that consummation is permissible before the payment of *Mahr* in as much as marriage has been contracted. The Hadith reads:

روى أبو داود عن عائشة رضى الله
عنها قالت: "أمرنى رسول الله صلى الله
عليه وسلم أن أدخل امرأة على زوجها
قبل أن يعطيها شيئا.

Abu Dawud reported from Aishah, may Allah have His mercy on her, that she said: The Apostle of Allah commanded me to let the marriage of a woman be consummated by her husband before he pays her anything.³⁶

It can be deduced from the foregoing that non-stipulation or non-payment of *Mahr* during the contract of marriage does not invalidate it, despite the fact that *Mahr* is essential. Allah says: "There is no blame on you if you divorce women before consummation or the fixation of their *Mahr*..." (Qur'an 2:236) This verse shows that divorce may occur before the consummation or stipulation of *Mahr* in as much as a valid marriage

has been contracted. To this effect, al-Qurtubi asserted that recognition of a divorcee whose *Mahr* has not been fixed as pointed out in the Qur'an 2:236 is an indication that *Nikāh Tafwīd* (marriage of outstanding *Mahr*) is permissible. He declared that *Nikāh Tafwīd* is any marriage contracted without stipulation of *Mahr*. There is no controversy on this type of marriage.³⁷ Al-Qurtubi further posited that the case of a divorcee whose *Mahr* had neither been fixed nor had her marriage been consummated has been demystified in this verse (Qur'an 2:236). Thus, there is no *Mahr* for her. Rather, Allah commanded that she should be given *mu'ah* (a pleasant gift).³⁸ Thus, the permissibility of deferment of *Mahr* justifies the position of some contemporary Islamic legal practitioners³⁹ who argued that if the guardian has given her daughter in marriage to a man, while the man declared his acceptance to the marriage in the presence of people, the marriage is valid even before the stipulation or payment of *mahr*.

To this end, it is clear from the foregoing that payment of *Mahr* is essential in marriage, but its prompt payment is not a prerequisite for the validity of marriage, because the validity of marriage which legalises conjugal relations between the engaged man and the woman can be established before the payment of *Mahr*. If the guardian, in a marriage ceremony, declared: 'I give my daughter in marriage to you' while the man responded: 'I accepted' in the presence of witnesses, with the intention of deferment of *mahr*, then the marriage would be considered as being contracted in line with the Shari'ah.⁴⁰ This option allows the married couple to be legally free to have conjugal relations with each other before the payment of *Mahr*, because they have legally become husband and wife with the marriage contract. If the couple depart after the consummation and before the stipulation of *Mahr*, the divorced wife is due to *Mahr Mithl*⁴¹ (Mahr of her counterpart) as her right.

Relevance of Prompt Payment of *Mahr* to the Protection of Wife's Right

The noticeable problem associated with the consummation before the payment of *Mahr* in the contemporary society is that some husbands are liable to forget or deliberately abandon the payment completely. Bakr noted that the prompt payment of *Mahr* assists the woman to

conveniently procure some marriage items.⁴² It equally allays the fear that a destitute man may not be able to pay his deferred *Mahr*. So, Maliki jurists maintained that the destitute should not be allowed to defer *Mahr*.⁴³ They also posited that deferment of *Mahr* till a convenient time is permissible only if the husband is rich, just as if he is waiting to receive the value of his sold commodity or payment of his service. The Maliki Jurists concluded that if the husband is a destitute, the marriage contract whose *Mahr* is deferred is invalid.⁴⁴

Commenting on *Mahr* paid promptly by Ali to Fatimah as directed by the Prophet, Al-San'āni submitted that the prompt payment of *Mahr* contributes to winning the heart of the woman.⁴⁵ In this wise, the Hanafi jurists' opinion is aligned with that of the Maliki jurists that the wife has the right to prevent her husband from consummation if he failed to pay her *Mahr* as agreed upon by the spouses.⁴⁶ It is stressed that the husband's failure to pay *Mahr* to his wife makes it remain an outstanding debt which must be deducted from his estate before sharing it among his heirs.⁴⁷

In this regard, the prompt payment of *Mahr* emphasized by the Maliki jurists as cited by al-Qurtubi is a right way to prevent the forgetfulness and abandonment of the payment of the deferred *Mahr*. In the light of this, it is apposite to identify another way used in some countries to prevent the forgetfulness of *Mahr*. In Jordan (1976), any agreement that all or a part of *Mahr* is to be deferred shall be properly recorded, otherwise, it shall be deemed prompt.⁴⁸ The prompt payment of *Mahr* is therefore strongly desirable to avoid its abandonment, because it remains the wife's outstanding right which must be deducted from the husband estate before sharing it among his heirs.

Liberty of Wife to Consent to any Amount of *Mahr*

In order to protect the right of wife to get a valuable *Mahr*, ten *dirham* was stipulated by the Hanafi jurists as the minimum amount, while the Maliki jurists specified three *dirham*. On the contrary, al-Shafi'i, Ahmad, Is'hāq, Ibn al-Musayyib among others maintained that it is permissible to give out as *mahr* anything regarded as *Māl* (wealth) in as much as the contractual parties consent to it.⁴⁹ Allah says: "... provided

you seek (them in marriage) with your property ...” (Qur'ān 4:24)

Commenting on this Qur'ān 4:24, al-Qurtubi refuted various amounts stipulated by some jurists as a minimum amount of *mahr*. He therefore upheld the stance of al-Shafi'i which is in contrary to the claims of Abu Hanifah and Malik as follows:

فتعلق الشافعي بعموم قوله تعالى: " بأموالكم" في جواز الصداق بقليل وكثير, وهو الصحيح: ويعضده قوله عليه الصلاة والسلام في حديث الموهوبة "ولو خاتما من حديد".

Thus, al-Shafi'i relied on the general implication of the statement of Allah "...with gift from your property” (Qur'ān 4:24) to legalize the little or substantial amount of *Mahr*. This is correct opinion. Thus, this is strengthened by a Hadith of the woman who gave herself to the Prophet (P.b.u.h), then, he married her to a man. (The Prophet told the man ;) "...even if it is an iron ring”.⁵⁰

Al-Qurtubi noted that the Hadith relied upon by Abu Hanifah to stipulate ten *dirham* as the minimum amount was a statement of 'Alī Ibn Abī Tālib which later became recognized as a Hadith of the Prophet.⁵¹ In this regard, al-Qurtubi quoted a direct Hadith of the Prophet as follows:

وقال أبو سعيد الخدري: سألنا رسول الله صلى الله عليه وسلم عن صداق النساء فقال: " هو ما اصطلح عليه أهلهم".

Abū Sa'īd al-Khudrī said: We asked the Apostle of Allah (P.b.u.h) about the *Mahr* of women. Then, he (the Prophet) said: It is what their people agree upon to make it.⁵²

In his comment on the Qur'ān 4:24, al-Rāzi submitted that the Hadith of the Prophet which reported that a woman gave her consent to a pair of shoes as her *Mahr* is an indication that the value of *Mahr* may be lesser than ten *dirham* stipulated by Abu Hanifah. Al-Rāzi contended that he was very sure that such kind of a man and a woman who agreed upon a pair of shoes as *Mahr* are very

poor.⁵³

From available facts, the guardians should consider the social status of their daughters and economic status of their husbands in determining the amount of *Mahr*, because there are different classes of socio-economic situations in the society. It is also essential for the husband to seek in marriage a woman who belongs to his socio-economic status or the lower. This is the reason why al-Rāzi noted that a man and his wife, who agreed with each other on a pair of shoes as *Mahr*, were of the same poor economic class.⁵⁴ The Maliki jurists included all the items made available to the wife during the marriage contract as a part of *Mahr*.⁵⁵ If the money and the items are estimated together as *Mahr*, the amount of the *Mahr* paid by the low income husbands would be more valuable to the women.

Thus, liberty of the wife to consent to any amount of *Mahr* is a recognition of her dignity to personally decide her affairs because *Mahr* is her right which she can voluntarily curtail. In this regard, the stipulating of a particular amount of money as a minimum for *mahr* by the jurists should be seen as a means of suggesting a valuable amount of money a wife is entitled to receive from her husband of low socio-economic class.

Substantial Amount of *Mahr* as a Right of Wife

Wives have been disallowed in some societies to receive a substantial amount of money as *Mahr* from their husbands who are financially convenient to pay it.⁵⁶ This habit may be due to the several scholars' objections to the payment of huge amount of money as *Mahr* citing a Hadīth of the Prophet which reads:

خير الصداق أيسره

The best *Mahr* is that which is the most convenient to pay.⁵⁷

This Hadīth may however imply that the convenience of the payment is determined by the financial capacity of the husband. Thus, if it is very easy for a particular husband to pay a substantial amount of money as *Mahr*, it is also the best and blessed *Mahr* for such a husband. Allah says: "... And even if you have given one of them a plenty of money (as *Mahr*)". (Qur'ān 4:20)

In his comment on the Qur'ān 4:20 stated above, al-Qurtubi maintained that there is an indication in the passage that an exorbitant amount of *mahr* is permissible, because Allah does not illustrate except with something that is

permitted.⁵⁸ Al-Qurtubi therefore cited a report narrated about ʿUmar Ibn al-Khattāb who warned the people to desist from giving or collecting an amount of *Mahr* which exceeded the amount paid by the Prophet as *mahr*. It was reported that ʿUmar later retracted his warning. The reason for his retracting as stated by al-Qurtubi reads thus:

Thus, a woman stood up and said: Oh ʿUmar! Allah gives us (a right), but you deny us. Don't you realize that Almighty Allah says: "...and even if you have given one of them a plenty of money (as *mahr*)" (Qur'ān 4:20). Then, ʿUmar replied: the woman is right while ʿUmar has made a mistake.⁵⁹

Abu Abdullah al-Rāzi noted that the Qur'ān 4:20 as cited in the above report about ʿUmar did not indicate the legality of payment of an exorbitant amount of money as *mahr*.⁶⁰ But Ibn Kathīr asserted that the Qur'ān 4:20 as cited above is an indication that payment of an exorbitant amount as *mahr* is permissible. The same report about ʿUmar as cited by al-Qurtubi was also used by Ibn Kathīr in this respect.⁶¹ When the woman used the Qur'ānic passage to prove that women have the right to a substantial amount of money as *Mahr*, ʿUmar agreed with her and none of the Companions was reported to have objected to her view. This report is an indication that the interpretation of the Qur'ān 4:20 in that direction is apt.

There are different classes of socio-economic status of men. Some of them are low income earners while others are of high economic class. It has been reported that some Companions of the Prophet paid an amount of money that was beyond the one paid by the Prophet as *mahr*. A Companion of the Prophet used his share from booty as *mahr*. The booty was sold by the wife at the cost of one hundred thousand dirham.⁶²

According to al-Qurtubi, when Khalifah ʿUmar married Ummu Kulthūm, a daughter of ʿAlī from Fatimah, he paid her forty thousand *dirham* as her *mahr*.⁶³ These instances indicate that the wife is entitled to collect a substantial amount as *Mahr* according to the financial capacity of her husband. Thus, a house or motor car and even a cow or a piece of land can be given to a wife as

mahr if it is conveniently affordable for her husband to present it to her.

Conclusion

The exegetical discourse of al-Qurtubi on some Qur'ānic Passages relating to payment of *Mahr* has been expounded. It is discovered that *Mahr*, which belongs to the wife as her right from the husband for appreciation of surrendering and confining her nudity to him, is more essential than guardian's gift in Islamic marriage. It was stipulated that anything paid for guardians as marriage gift before the contract of marriage belongs to the wife. This provision, no doubt, protects the dignity of woman against selling her to the husband like a commodity. It also checks the habit of delaying marriage of woman on account of inability of prospective husband to satisfy guardians with their gifts.

Equally, it has been pointed out that, though deferment of *Mahr* does not affect the validity of marriage, emphasis of the Sunnah on its prompt payment during the contract is to protect the right of the wife from being forgotten or abandoned by her husband. More so, wife has the right to consent to any amount being paid to her as *Mahr* regardless of that which is stipulated by Jurists. She is also entitled to receive a substantial amount of *Mahr* from her husband according to his financial situation. This provision which is in line with the Qur'ān 4:20 does not contravene the Hadith indicating that the most blessed marriage is that whose *Mahr* is the most convenient. Thus, using this Hadith or the amount of *Mahr* paid by the Prophet as a proof to deprive wife of her right to a substantial amount of *Mahr* has been refuted.

In this regard, if these provisions which are intended to protect the dignity and material right of the wife to *Mahr* are to be implemented accordingly, the following suggestions should be considered:

- 1- Guardians should refrain from imposition of exorbitant marriage prize on husbands as if their daughters are going to be sold to men.
2. Collection of guardians' gifts from husbands should be delayed till after the contract of marriage to give priority to the prompt payment of *Mahr* and avoid the delay of marriage which leads to indulgence in pre-marital sex.
3. Prompt payment of *Mahr* should be given priority by guardians and husbands to avoid its

forgetfulness and abandonment.

4. Amount of *Mahr* should be based on the socio-economic class of husband. Thus, minimum amount of *Mahr* should be approximately based on half of monthly earnings of husband to bring about convenience and protection of wife's right as well.

5. Wife of a husband of high socio-economic class should not be deprived of her right to a substantial amount of *Mahr*

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28. A group of people headed by Mallam Imran Olayiwola, Osun State indigene and a community elder in Ipata-Gambari, Ilorin. (70 years old), Interview by the Authors on Oct. 1st, 2019.
29. Abu Abdullah al-Qurtubi, *Al-Jāmi' li Ahkām al-Qur'ān*, Vol. 5, ... 99.
30. Sayyid Sabiq, *Fiqh 'S-Sunnah*, Rev. Edition, Vol. 2, ...110.
31. Abu Abdullah al-Qurtubi, *Al-Jāmi' li Ahkām al-Qur'ān*, Vol. 13,... 195.
32. Abu Malik Kamal Ibn Sālim, ... 134
33. Wahbah al-Zuhayli, ... Vol. 9, 6761 - 6762,.
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35. Bakr is the author of *Fiqhal-Wādih min al-Kitābwa al-Sunnah ala al-Madhāhib al- Arba'ah*, while Sayyid Abiq is the author of *Fiqh Sunnah*
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37. Abu Abdullah al-Qurtubi, *Al-Jāmi' u li-Ahkām al-Qur'ān*, Vol. 3, ... 151.
38. Abu Abdullah al-Qurtubi, *Al-Jāmi' u li-Ahkām al-Qur'ān*, Vol. 3, ... 151
39. Judge Abdul-Qadir Ibrahim Umar and Judge Abdullatif Yinka Aminullah of Area Court Grade 1, number 2, Center Igboro, Ilorin. Interview by the Author on April 10th, 2017.
40. *How should engagement and the period of engagement be?* Retrieved 10th November, 2013, from www.questionsonislam.com
41. Sayyid Sabiq, (1995), *Fiqh Sunnah*, Beirut: Dar al-Fikr, 100 and 112. *Mahr Mithl* is the *Mahr* of her counterpart woman whose status is equal to hers in social class
42. Muhammad Bakr, ... 39.
43. Wahbah al-Zuhayli, ... Vol. 9,... 6787.
44. Wahbah al-Zuhayli, ... Vol. 9,... 6787.
45. Ibn Ismail Al-San'āni, (2007), *Subulu Salām*, Vol. 3, Cairo: Shirkat al-Qudus, 211..
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 49. Abu Malik Ibn Salim, *Sahīh Fiqh al-Sunnah* ... 147.
 50. Abu Abdullah Al-Qurtubi, *Al-Jamī' u li-Ahkām al-Qur'ān*, Vol. 5,... 98.
 51. Abu Abdullah Al-Qurtubi, *Al-Jamī' u li-Ahkām al-Qur'ān*, Vol. 5, ...98.
 52. Abu Abdullah Al-Qurtubi, *Al-Jamī' u li-Ahkām al-Qur'ān*, Vol. 5,... 98.
 - 53.. Fakhruddīn Al-Rāzi, *Mafātih al-Ghayb*, Vol. 5, <http://www.altafsir.com> 152- 153.
 54. Fakhruddīn Al-Rāzi, *Mafātih al-Ghayb*, Vol. 5,... 152 – 153.
 55. Wahbah Al-Zuhayli, (n.d) *Al-Fiqh al-Islamy wa Adillatuhu*, 4th Edition, Vol. 9, Syria: Dar-al-Fikr, 6775.
 56. It was witnessed by the author in Ilorin, Kwara state of Nigeria that some husbands who were able to hire a hall for a marriage reception at a cost of five hundred thousand naira would hardly pay thirty thousand as *Mahr*.
 57. Abu Malik Kamal Ibn Salim, ... 149
 58. Abu Abdullah Al-Qurtubi, *Al-Jamī' u li-Ahkām al-Qur'ān*, Vol. 5, ...76.
 59. Abu Abdullah Al-Qurtubi, *Al-Jamī' u li-Ahkām al-Qur'ān*, Vol. 5, ...76.
 60. Fakhruddīn Al-Rāzi, *Mafātih al-Ghayb*, Vol. 5, ...120.
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