270561 - Ruling on regarding the list of furniture and movable goods as part of the mahr (dowry)

the question

I am a young Egyptian man who is about to get married. We have a bad custom in Egypt which is called al-qa’imah (the list), where the list is made of everything that the husband and wife have bought, and if the husband divorces his wife, he returns to her all the things that are written in the list. My question is: we agreed to buy 30 g of gold, and the bride’s family agreed to that, but that is on condition that 70 g be written in the list. Please note that the marriage is not done according to our custom until after this list has been drawn up. Is this permissible?

Detailed answer

Praise be to Allah.

Firstly:

The mahr (dowry) is the right of the wife, because Allah, may He be exalted, says (interpretation of the meaning):

{And give the women [upon marriage] their [bridal] gifts graciously} [an-Nisa’ 4:4].

What is meant by {graciously} is an obligatory gift given willingly, because the Prophet (blessings and peace of Allah be upon him) said to one who wanted to get married: “Go and look for something, even if it is a ring of iron.” Narrated by al-Bukhari (5121) and Muslim (1425).

There is nothing wrong with the dowry being gold or cash or furniture, to be given immediately or at a later date, or some of it to be given immediately and some of it at a later date, according to what the husband and the woman’s guardian have agreed upon.

If you bought 30 g of gold, and the bride's family want to wrote down 70 g of gold, there is nothing wrong with that. What it means is that 40 g of the mahr is to be paid at a later date.

Secondly:

The custom in some countries is to buy furniture for the house with the husband's wealth and the wealth of the wife's family, then write that in the list as part of the woman's mahr, then if divorce occurs, the woman takes what is in the list. There is nothing wrong with that either.

Similarly, there is nothing wrong with writing in the list something that is not yet present, so it will be a debt and mahr to be given at a later date.

If the furniture is made part of the mahr, then it belongs to the wife, and the fact that she brings it to the marital home means that she is giving permission to the husband to use it, but if any part of it is damaged, the husband does not have to replace it.

If divorce occurs, then she has the right to take this furniture as it is at the time of the divorce, and to take anything else that is written in the list, even if it has not yet been received, because it is part of the mahr to be given at a later date, as explained above.

It says in *Fatawa al-Lajnah ad-Da'imah* (19/39): What is the Islamic ruling on the so-called list (al-qa'imah), which in our tradition should be written in the marriage document, and includes movable items that the groom brought or did not bring, and it is said that this serves an interest, because people are no longer honest, by analogy with the marriage certificate?

Answer: If the matter is as described, there is nothing wrong with mentioning them in the marriage certificate and both spouses signing for that, so that if any dispute arises that necessitates khul' (separation), what the husband gave will be clear and there will be no ambiguity concerning it. And Allah is the source of strength. May Allah send blessings and peace upon our Prophet Muhammad and his family and companions.

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If a custom or tradition is not contrary to Islamic teachings, there is nothing wrong with following it.

Perhaps the origin of this custom goes back to the well-known view in the Maliki madhhab which requires the wife to equip and furnish the marital home from her dowry, which they call ash-shawrah, and the husband has the right to make use of what the woman brings, and that he is not obliged to replace it [if it becomes damaged].

Al-Hattab (may Allah have mercy on him) said in *Mawahib al-Jalil* (4/185): He may make use of her shawrah.

We have noted above that the shawrah is the furnishings and equipment that are needed in the home.

What has been mentioned above about making use of her shawrah is correct. It says in *ash-Shamil*: He may make use of her shawrah, which is bought with her mahr, if she is obliged to provide furnishings and equipment for the home from her mahr, otherwise she does not have to do that. End quote. It is as if he is referring to what is mentioned in *at-Tawdih* and quoted by the author of *ash-Shamil* in *Sharh al-Mukhtasar*, that this ruling is based on the well-known view that the woman is obliged to provide furnishings and equipment for the home from her mahr. However, according to the odd view, she is not required to do so. End quote.

Al-Khurashi said in *Sharh Mukhtasar Khalil* (4/187): It is permissible for the man to make use of the woman’s shawrah that she brought to the house and brought to his place, such as blankets, furnishings, clothing and so on. And he is not obliged to replace it.

In other words, the husband is not obliged to replace the first shawrah; rather he is obliged to provide that which she cannot do without. End quote.

And Allah knows best.