

Temporary Marriage (Mut'a)

It is agreeable in the religion of Islam, because it's verified in legitimacy and there is nothing to prove its suspension.

Considering it calls for clarifying its pillars and verdicts

Consists of 4 pillars which are wording, range of application, duration and dowry.

- **Wording:**

that is what is said at the time, which has to be agreement and approval.

The enunciations for agreement are three: I accept to marry you, I accept to temporarily marry you, and I accept your matrimony. If whichever of those are said then agreement has occurred, and the contract cannot happen with other than those enunciations, such as the enunciations of leasing, granting or ownership.

Approval: is a word showing satisfaction to the agreement, as **him** saying: I accept the matrimony or temporary marriage. And if he only says: I accept or I agree; then it is alright. If he begins with approval and he says: I wed thee, and she says I wed thee then it is correct.

It must be witnessed **or** announced, and for it to be witnessed there must be two witnesses. As for announcing it then it must be after the contract and before intercourse either by telling people or throwing a wedding banquet, or letting people know by whatever mean possible.

- **Range of application (the situation of where it is to be applied):**

the wife is conditioned to be a Muslim, or from the believers of the holy books (Jewish or Christian). And he must forbid her to drink wine or commit Haram deeds.

The Muslim woman may never marry temporarily unless the man is a Muslim. And he must never marry an idolatrous woman or enemy to the religion of Islam and Ahl Al Beit pbut such as (Kharijites). And he is not to temporarily marry an *Amahh* while he is married to a free woman without the free woman's permission. If he did so without her permission, the contract would be invalid. It is also not allowed to marry her niece without her permission, and if he did the contract will be false.

It is preferable that she is a chaste believer, and for him to ask her about her condition with the accusation (which is that people would accuse her of not being chaste and she would have that reputation), even if it wasn't true. It is hated for her to be an adulterous but if she is so then he must forbid her from adultery. It is hated

for him to marry a virgin temporarily, yet if they have no choice so then it is not hated.

3 divisions:

1. If a polytheist became a Muslim while he is married temporarily to a believer of one of the holy books (Christian or Jewish) then her contract is therefore to continue as it is, and same if he had more than one wife temporarily. If she was earlier to Islam; then it depends on the expiration of the duration, if he had had intercourse with her. If the duration ends and he hasn't become a Muslim, the contract is no longer valid. If he joins her in Islam before the end of the Udda then their contract continues as it is as long as the duration isn't over yet. Yet if the duration ends, the contract is invalid.
2. If she wasn't from the believers of the holy books (Christian or Jew) and one of them entered Islam after intercourse, the break of contract will depend on when the Udda ends. And she will be separated from him by the end of the duration OR the end of Udda; whichever happens before his Islam shall break the contract.
3. If he entered Islam and was temporarily married to a free woman and to an *Amah*, then his contract is to continue as it is regarding the free one and the contract to the *Amah* up to the satisfaction of the free woman.

- **Dowry:** it's a condition particularly in temporary marriage. If it is missing, the contract is invalid. It is conditioned for it to be of known quantity, either with weight or measurement or description or observation. Must be mutually agreed on, whether it was a small or big amount, even if it was just a handful of wheat. It is payable as per the contract.

If he released her from the remaining duration of the contract, before intercourse, then he must pay half her dowry. After intercourse he must pay it all in complete (the second half). If the contract appeared to be invalid or null (that is if she appeared to be married, or was his sister in law or his mother in law, or so on from the situations which make a marriage contract invalid) before intercourse; then she isn't to take any of the dowry. If she had already took it then he can take it back from her. If the contract appeared to be invalid after intercourse then she can keep what she already received and he doesn't have to provide her with the rest of it.

- **AlAjal (the period, duration)**

It's a condition for temporary marriage, and if it wasn't mentioned in the contract then the contract is permanent. Assessing the period is up to them, whether it was a

long period or a short one. Minimum period is 6 months. It must be assigned, and protected from increase or decrease. If they assign a period under six months then the contract is invalid. If it was in the husband's intention to release her before the duration ends and he intended that even before the contract then the contract is also invalid.

The marriage is not to be broken between them unless the period ends; or the husband releases her. The same man (of the ended contract) can marry her again in her Udda.

• **Regarding its verdicts , they are eight:**

1. If the duration and dowry were assigned the contract is valid and right. If he breached the dowry and assigned the duration; the contract is invalid. And if he didn't mention the duration then it is a permanent contract and not a temporary one.
2. Each condition must be affiliated with agreement and approval. No verdict to whatever is mentioned before the contract as long as it is not mentioned in the contract, nor to whatever is mentioned after the contract. As long as it is mentioned in the contract, there is no condition for it to be repeated. (The mentioning in the contract is sufficient)
3. The rational adult woman (she is the one who has completed 18 years of age, and not the rational one who reached the age of mandate) can wed herself, and her guardian has no right to object. That is whether she was a virgin or not.
4. It's alright that he conditions upon her coming to her night or day.
5. The husband may do insulation, and doesn't need her permission to do so. If she becomes pregnant then the child takes his name even if he did use insulation; for there is a possibility that semen has preceded without his notice.
6. No divorce occurs. Separation happens when the period is over. And Le'an¹ occurs and Thehar² and Eelaa'³ all occur. and it is forbidden (Haram) to desert her intercourse for more than four months, as the permanent woman.
7. In this contract, no inheritance is established between the husband and wife. If they both, or one of them, make inheritance a condition then they oblige by the condition.
8. If the duration of marriage ends after intercourse then her Udda is two consecutive menstrual periods. If she doesn't menstruate and did not reach menopause then her Udda is 45 days. Udda occurs if he dies even if there was no intercourse, and it shall be four months and 10 days if she was not pregnant, and the longest of the two

¹ Le'an: For him to accuse her of adultery and deny her child.

² Thehar: For him to say to her that you are as forbidden to me as my mother is.

³ Eelaa': For him to swear that he will not have intercourse with her.

Ajals⁴ if she was pregnant. If she was an *Amah* then her Udda as a non pregnant is two months and five days.

⁴ The two Ajals: the first ajal is the Udda (four months and ten days) and the second ajal is the birth of her child.