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THE IMPLEMENTATION OF MODEST AND SIMPLE PRINCIPLE TO MAHR AS A CONTRIBUTION TO THE INDONESIAN MARRIAGE LAW

Nur Mohamad Kasim

ABSTRACT

Mahr was one of the provisions given by the groom to the bride and regulated by the Islamic sharia. Mahr was one of the series in a marriage procession. Islam regarded mahr as the bride's private rights, so it should not be transferred to her guardian or her family. Islam defined mahr as the groom's duty and it should not be violated. Mahr would be fully authorized by the bride. QS. An-Nisa (4) recited, "And give the women (upon marriage) their (bridal) gifts graciously." The gift was mahr whose amount was determined on the behalf of two parties' agreement, as it should have been voluntarily given. Nevertheless, mahr could be arranged by a modest and simple principle not to burden the groom. During this time, mahr had been arranged by prestige, status, and economic principles. It might restrict the groom's good will to marry the bride, because the best mahr was the easiest mahr. Although it was actually not one of the compulsories in an Islamic marriage, it was an obligation for the groom. Mahr given to the bride should meet the requirements as follows: valuable wealth, sacred object that gave advantages, non-ghasab object, non-abstract object/real object

KEYWORDS

Implementation, Principle, Modest, Easy, Marriage Mahr

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THE IMPLEMENTATION OF MODEST AND SIMPLE PRINCIPLE TO MAHR AS A CONTRIBUTION TO THE INDONESIAN MARRIAGE LAW

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Abstract

Mahr was one of the groom's provisions to the bride and regulated by the Islamic sharia. Mahr was one of the series in a marriage procession. Islam regarded mahr as the bride's private rights, so it should not be transferred to her guardian or family. Islam defined mahr as the groom's duty, and it should not be violated. The bride would fully authorize mahr. QS. An-Nisa (4) recited, "And give the women (upon marriage) their (bridal) gifts graciously." The gift was mahr, whose amount was determined on behalf of two parties' agreement, as it should have been voluntarily given. Nevertheless, mahr could be arranged by a modest and simple principle not to burden the groom. During this time, mahr had been arranged by prestige, status, and economic principles. It might restrict the groom's goodwill to marry the bride because the best mahr was the easiest mahr. Although it was actually not one of the compulsories in an Islamic marriage, it was an obligation for the groom. Mahr given to the bride should meet the following requirements: valuable wealth, a sacred object that gave advantages, a non-ghasab object, a non-abstract object/real object.

Keywords: Implementation, Principle, Modest, Easy, Marriage Mahr.

Abstrak

Mahr adalah salah satu ketentuan yang diberikan oleh mempelai pria kepada mempelai wanita dan diatur dalam syariah Islam. Mahr adalah salah satu rangkaian dalam prosesi pernikahan. Islam menganggap mahr sebagai hak pribadi mempelai wanita, sehingga tidak boleh dialihkan kepada wali atau keluarganya. Islam mendefinisikan mahr sebagai kewajiban mempelai pria dan tidak boleh dilanggar. Mahr akan diberi wewenang penuh oleh pengantin wanita. QS. An-Nisa (4) berbunyi: "Dan berikan wanita (setelah menikah) hadiah (pengantin) mereka dengan anggun". Hadiah yang diberikan adalah mahr yang jumlahnya ditentukan atas nama kesepakatan kedua belah pihak, sebagaimana seharusnya diberikan secara sukarela. Meski demikian, mahr bisa diatur dengan prinsip yang sederhana agar tidak membebani pengantin pria. Selama ini mahr diatur oleh gengsi, status, dan prinsip ekonomi. Meski sebenarnya bukan salah satu wajib dalam pernikahan islami, itu adalah kewajiban bagi pengantin pria. Mahr yang diberikan kepada mempelai wanita harus memenuhi syarat-syarat sebagai berikut: harta benda berharga, benda sakral yang memberi keuntungan, benda non ghasab, benda non abstrak /benda nyata.

Kata Kunci: Implementasi, Prinsip, Sederhana, Mudah, Pernikahan Mahr.

I. INTRODUCTION

The establishment of the Law Number 1 Year 1974 on Marriage took a long and difficult process.¹ The Law has both pros and contras in its practice, hence creating many heated discussions on marriage issues. The transition from a varied legal source to a codified legislative has indirectly indicated modernized Islamic laws in Indonesia, including marriage law.

While delivering his seminar material titled "The Role of Islamic Law in the Establishment of National Law" in Banjarmasin in June 1996, the former Chief of Indonesia Supreme Court Bagir Manan clarified that the legal system should be open for either amendment or modernization due to instruments unsuitable for the era development. Meanwhile, in terms of law and legal systems in the national legal order, Bagir Manan gave two perceptions. Firstly, the legal system was "the means" to ensure harmonization and lead to legal rule and principle development from each interested party. Secondly, the legal system collected the legal rules and principles functionally arranged and continuously developing and growing under the legal rule and principle development and growth. In other words, the legal system is not only a systematic reflection of legal rule and principle developing among people.²

Related to the fact that there is almost no aspect of life that is not intervened by legal norms, Indonesia legal system requires modernization and customization to public legal demand, especially for marriage due to various marital issues. However, it has not been stipulated in the Marriage Law. Therefore, the law requires modernization, as the current marriage law has experienced too much westernization, triggering Islamic legal experts' pros and contras.

Mahr is one of the marriage properties but excluded in the marriage conditions and requirements. Islam states that mahr should be easy, simple, and not burdensome. Nevertheless, several areas violate the statement, such as South Sulawesi, where the *panai* system is enacted. The system allows the bride's family to determine the amount of mahr according to her status that often burdens the groom's family. South Sulawesi people highlight the amount of mahr recorded in marriage certificates and marriage registration books in the Office of Religious Affairs.

The concept of mahr had been widely known before the coming of Islam. However, the mahr was not given to the bride, but her family and relatives.³ After the Koran was taught, people continued the tradition but changed the concept. Before Islam came, mahr was given to the bride's parents, but it was directly given to the bride after Islam came. Therefore, Nasrudin Umar states that the Koran has changed women's status, from commodity to a subject participating in a contract.⁴

Per the statement, Islam has come to mend women's low status and position. Mahr's fulfillment indicates that women are given equal position and justice in marriage. Although mahr has been given to the bride, it does not mean that the groom can do anything to her after that. Islam teaches men to be always respectful to women.

¹ Jaih Mubarak, 2015, *Pembaharuan Hukum Perkawinan di Indonesia*, Simbiosis Rekatama Media, Bandung, p. 163.

² Ngguli Liwar Mbaniawang, 2018, *Penerapan Gugatan Sederhana sebagai Kontribusi terhadap Hukum Acara Perdata Indonesia*, Thesis, Program of Study Master of Law State University of Gorontalo.

³ Halimah B., *Konsep Mahar (Maskawin) dalam Tafsir Kontemporer Al-Daulah* Vol. 6 No.2 December 2017. Faculty of Sharia and Law Alauddin Islamic State University Makassar.

⁴ Nasaruddin Umar, *Ketika Fikih Membela Perempuan* (Jakarta: PT Gramedia, 2014), p. 101.

Currently, grooms determine the amount of mahr based on their financial state, status, and prestige and abandon the sacredness of marriage itself. The evidence confirms that poor people also give a large amount of mahr regardless of their financial condition. It proves that social and norm shifts in mahr provision currently refer to individual social status. Islam does not determine a standard mahr but leaves it to the groom's capability and sincerity.

Based on the above elaboration, the research problem is, "How do Indonesian people implement mahr?" Mahr is crucial in marriage and one of the bride's rights so that the government and people should make a synergy to formulate a policy on marriage, especially on mahr. As a stakeholder, the government should reconstruct mahr regulation and make it suitable for Indonesian people under sharia.

II. METHODOLOGY

This research applied the statue approach, comparative approach, as well as case approach method. It was a descriptive research, in which the primary and secondary data were obtained through interview and study literature. Primary data was collected by interviewing some credible respondents selected following the discussed problems, including the custom leader and community members. Secondary data was gathered from study literature, research, legislation, legal journals, and other documents related to this research.

III. DISCUSSION

3.1. Easy and Modest Concept of Mahr

The Indonesia term 'mahr' was originally from an Arabic word *al-mahr* (plural: *al-muhur*, *al-muhurah*). Mahr is synonymous with *al-shadaq*, *nihlah*, *faridhah*, *ajr*, *hiba*, 'uqr', 'ala'iq, *thaul*, and *nikah*.⁵ The words are translated into Indonesian as *maskawin* or mahr.

Etymologically, the word *as-shadaq* means mahr/mahr for the bride. The syllable *shad* can be added *fathah* (*shadaq*) or *kasrah* (*shidaq*). Sometimes people also read it *saduqah* or *shudqah*. Moreover, the word can be plural with the meaning "few" that is *asdiqah* and "many" that is *sudq*. Etymologically, the word *saduqah* (plural: *saduqaat*) means separator, while the word *sudqun* (plural: *sudqat*) means a perfect creation.⁶

In fiqh, mahr is synonymous with *shadaq*, *nihlah*, *faridhah*. Wahbah Zuhaili conveys that there are ten synonyms of mahr; while in Indonesia, mahr is *maskawin*. Etymologically, since the Age of Ignorance, there had existed the words *shadaq* and mahr. *Shadaq* means provision given by the groom to the bride when he visits her home for the first time. Meanwhile, mahr is the groom's provision to the bride's parents due to his willingness to marry their daughter. After Islam comes, those two

⁵ Nurjannah, *Mahar Pernikahan*, (Yogyakarta: Prima Shopi, 2003), p. 23. The book was acquired from the writer's thesis in PPS IAIN Ar-Raniry Banda Aceh early titled "Kadar Mahar dalam Pernikahan (Kajian terhadap Pendapat Mazhab)".

⁶ Muhammad Zuhaily, *Fiqh Munakahat: Kajian Fiqih Pernikahan dalam Perspektif Madzhab Syafi'i*, (Surabaya: Imtiyaz, 2013), pp. 235-236.

terms become synonymous and mean the groom's provision to the bride as a symbol of agreement and willingness to live as a husband and wife.⁷

Mahr is defined by Article 1 Alphabet d Compilation of Islamic Law as "... provision given by the groom to the bride, in the form of either goods, money, or service that does not violate the Islamic law." According to the article, mahr must be given to the bride and in the form of goods or services and should not violate Islamic law.⁸

Based on fiqh, mahr is a compulsory provision from the groom to the bride that symbolizes her feelings and heart. Furthermore, it aims to develop the bride's affection for the groom.⁹

Islam deeply concerns and respects women's position by realizing their rights, such as receiving mahr. Mahr must be given by the groom to the bride, not to another woman or person, although s/he may be close to him. Others, including the groom himself, must not touch and use the mahr, except by the bride's acknowledgment.

Mahr is also defined as "wealth that becomes the bride and her husband's possession after the marriage ceremony or sexual intercourse." The people of Hanabilah defines mahr as "a reward in marriage, either the reward mentioned during the marriage ceremony or that fulfilled after the marriage ceremony following the groom and bride's agreement or the judge; or a reward in subjects resembling marriage; such as *wat'i shubhat* and insincere *wati'i*".¹⁰

Mahr is closely related to marriage. Therefore, the Marriage Law Number 1 the Year 1974 and Compilation of Islamic Law have regulated mahr provision. In addition to that, Article 2 Paragraph (4) Law Number 48 the Year 2006 mentions the flexibility principle or speedy administration justice, declaring that justice must be implemented in a simple, quick, and affordable way. Additionally, Article 31 Paragraph 1 Compilation of Islamic Law states that "mahr is determined by referring to modesty and easiness suggested by Islamic teachings."

Modest means simple, easy, with not much administration, sometimes writing-free, understandable, and being built on trust.¹¹ In other words, it simply means just and understandable and is not conducted in a complex way, thus avoiding unnecessary formality and burdening bureaucracy.¹²

Related to the explanation above, *fukahas* suggest to simplify mahr and thus eliminates any marriage difficulties. Prophet Muhammad (PBUH) states, "Marriage will be blessed most while it demands the least mahr" (hadith transmitted by Ahmad). Additionally, another hadith clarifies, "The best mahr is the least one" (hadith transmitted by Abu Dawud and Al-hakim).¹³

⁷ Mardani, 2011, *Hukum Perkawinan Islam di Dunia Islam Modern*, Graha Ilmu, Yogyakarta, p.73.

⁸ Harijah Danis, 2016, *Konsep Mahar dalam Perspektif Fikih dan Perundang-undangan Kajian Putusan Nomor 23K/AG/2012*. *Jurnal Yudisial* Vol. 9 No. 1 April 2016: p.26.

⁹ Slamet Abidin and Aminuddin, *Fiqh Munakahat 1* (Bandung: Pustaka Setia, 1999), p. 105.

¹⁰ Nurjannah, *Mahar Pernikahan*, (Yogyakarta: Prima Shopi, 2003), p. 24. The author quoted the argument from Radd al-Mukhtar by Ibn Abidin and Syarh Fath al-Qadir by Ibn Humam.

¹¹ Hilman Hadikusuma, 1991, *Pengantar Ilmu Hukum Adat Indonesia*, Penerbit Mandar Maju, Bandung, p. 36.

¹² Mukti Arto, 2018, *Penemuan Hukum Islam Demi Mewujudkan Keadilan*, Pustaka Pelajar, Yogyakarta, p. 298.

¹³ Ahmad Zahro, 2018, *Fikih Kontemporer Menjawab 111 Masalah Aktual Hukum Islam di Zaman Kitar*, publisher: Qaf Media Kreativa, p. 227.

'Easy' bears the meaning that mahr eases the groom and prevents him from meeting any difficulties while preparing it. The demand is in his sincerity and the reality of the object given. If it is given sincerely due to God, then the bride should receive it sincerely as well. The object will be blessed and maximally used.

In Islam, Prophet Muhammad (PBUH) instructs us to ease mahr. In his book *Bulughul Maram Min Adillatil Ahkam*, Ibn Hajar al-Asqolani quotes a hadith narrated by Abu Dawud confirming that Uqba ibn Amir declared that Prophet Muhammad (PBUH) stated, "The best mahr is the easiest mahr."¹⁴

Those statements declare the regulation of mahr in marriage. However, referred to the easiness, modesty, and flexibility principles in Article 31 Compilation of Islamic Law, the groom must give mahr to the bride and modest and easy, hence not burdening. When the mahr is too demanding, it will allegedly complicate the planned marriage process. Besides, the Article instructs us to simplify the mahr, easing the marriage process.

The Holy Koran clearly states that mahr does not reflect the bride's price, but puts her on a high status according to the justice principle and without discrimination. Therefore, there is no standard quantity for mahr. It can be given in either a large or small sum of money or other objects, depending on the groom's ability and sincerity.

On the other hand, excessive mahr is not suggested. It aims not to burden the groom. Complicated marriage may cause bad implications or disturb the people or society involved. Umar ibn Khattab once said that when a man was demanded to provide expensive mahr to his bride, it might develop his hatred of her.¹⁵ It is considered improper when a guardian demands a certain amount of mahr that may burden the groom. Mahr is not determined by the bride's price but symbolizes the groom's willingness and responsibility to fulfill his future family's needs.¹⁶ The bride's excessive mahr is equal to selling and purchasing an expensive object, while marriage is not based on such activities.¹⁷

The concept of mahr regulated by the President Instruction Number 1 the Year 1991 on Compilation of Islamic Law is written in Article 1 Alphabet d as follows, "Mahr is the provision given by the groom to the bride, in the form of either goods, money, or service that does not violate Islamic laws." Based on the Article, mahr must be given by the groom to the bride and can be in the form of either goods or services. Additionally, it should not violate Islamic laws.

3.2. The substance of Legal Regulation on Mahr

The fundamental law of mahr is the Holy Koran, especially Surah An-Nisa (4:23-24), Prophet Muhammad (PBUH)'s saying, "Try (to find something), even if it were an iron ring" (hadith recorded by al-Bukhari and Ijma),¹⁸ and the Compilation of Islamic Law Article 30-38. Yahya Harahap gives his arguments on mahr regulation's objectives in the Compilation of Islamic Law:¹⁹

- a. To put mahr in order.
- b. To stipulate that mahr is not obliged in a marriage.

¹⁴ See *Bulughul Maram*, Book of Marriage, Chapter "Shodaq", hadith no. 10/902.

¹⁵ Husein Muhammad, *Fiqh Perempuan Refleksi Wacana Agama dan Gender*, 109.

¹⁶ M. Quraish Shihab, *Tafsir al-Misbah*, Pesan, Kesan dan Keserasian Al-Quran, Volume 1, 514.

¹⁷ Halimah B., *Konsep Mahar (Maskawin) dalam Tafsir Kontemporer*, Al-Daulah vol. 6/No.2/December 2017. Faculty of Sharia and Law Alauddin Islamic State University Makassar, p. 316.

¹⁸ *Loc. Cit.* p. 73.

¹⁹ Abd. Shomad, 2010, *Hukum Islam Penormaan Prinsip Syariah dalam Hukum Indonesia*, Kencana Prenada Media Group, Jakarta, pp. 307-308.

- c. To ensure that mahr should be modest and easy and is not referred to as the economic, status, and prestige principles.
- d. To equalize both ethical and juridical concepts of mahar, creating the same perception and order among people and legal enforcer apparatuses.

Substantively, the appearance culture has trapped people in a formalistic awareness that being beautiful in the skin, but deceiving in the soul. Evidence confirms that appearance and material cultures have led people to appearance and material symbolic feelings and decreased the holy and sacred value of marriage that is the spiritual value. Consequently, due to their empty soul, people attempt to return to the significance of marriage's religious values. They should frame their marriage initiative and process with sacred values. Within this new awareness, religious symbols become the option to determine the type of mahr, as it can return the abandoned sacred values in marriage. Due to this reason, the use of the religious object as mahr becomes the best option.²⁰

However, faqīhs agree that even though the groom must provide mahr, it is not an obligation. They believe that mahr is the consequence of marriage. Therefore, without mahr, marriage is still considered valid. It is per the word of God in Al Baqarah (236), "There is no fault in you in case you divorce women as long as you have not touched them nor ordained any marriage-portion."²¹

Mahr can never be revoked, either separately or entirely when:

- a. The separation between the husband and wife occurs before sexual intercourse.
- b. *Khulu'* (untying the marriage bond by the bride) occurs, and the compensation is mahr.
- c. The wife gives mahr entirely to her husband, although he has not paid it.²²

In the Compilation of Islamic Law, here are several articles that concern on mahr:

Article 30: The groom shall give mahr to the bride, while the amount, shape, and type shall be under the two parties' agreement.

Article 31: (1) Mahr shall be determined according to easiness and modesty principles suggested by Islam, (2) After married, the husband is allowed to reduce or add the determined amount of mahr under his wife's agreement. It is based on the word of God in An-Nisa:24).

Article 32: Mahr shall be directly given to the bride and thus becomes her private right.

Article 33: (1) Mahr shall be given in cash, (2) Only if the bride agrees, mahr can be postponed, either separately or entirely. The unpaid mahr shall become the groom's responsibility.

Article 34: (1) Obligation to give mahr is not the essential requirement of marriage, (2) The carelessness in mentioning the type and amount of mahr during the marriage solemnization does not cancel the marriage, neither does the unpaid mahr.

Article 35: A husband that divorces his wife *qabla al-dukhul* shall pay a half amount of mahr determined during the marriage solemnization, (2)

²⁰ Noryamin Aini, *Tradisi Mahar di Ranah Lokalitas Umat Islam: Mahar dan Struktur Sosial di Masyarakat Muslim Indonesia*, Faculty of Sharia and Law Syarif Hidayatullah Islamic State University Jakarta, *Ahkam: Vol. XIV, No. 1, January 2014*, p. 24.

²¹ Op. cit., pp. 226- 227.

²² Ibid. p. 227.

Only when the husband passes away *qabla al-dukhul*, his wife, (3) shall fully own mahr. When a separation occurs *qabla al-dukhul*, but mahr has not been considered, the husband shall pay *mitsil* mahr.

The dispute over the amount, delivery, type, and delivery time of mahr may occur between a husband and wife. Imam Malik explains that when a wife charges mahr to her husband as he has mentioned, she shall propose evidence. However, if her husband wants to deny it, he shall take an oath. In that situation, Hanafi and Hambaliyang state that the party mentioning the mahr closer to the amount of *mitsil* mahr, either the husband or wife, will win the dispute. On the other hand, Shafi'i argues that because both parties are accusing each other, they shall take an oath before the *mitsil* mahr can be determined.²³ If the dispute is over the type of mahr, both husband and wife shall take an oath. Nevertheless, when it occurs after sexual intercourse, the wife shall have the rights to take *mitsil* mahr.

The solution of the dispute over mahr shall be authorized by the court of religious affairs, as explicitly regulated in Article 37 Compilation of Islamic law, "When there is a dispute over the type and amount of mahr, the solution shall be proposed to the Religious Court."

3.3. Public Perception of Mahr

People commonly understand that mahr and the cost of marriage are the same, while they are different in terms of meaning and hierarchy. The reason is that they regard them as the opportunity of showing off their prestige in their children's marriage. Parents must be proud while a high amount of mahr proposes their daughters. However, in Islam, mahr is a marriage obligation instructed by Prophet Muhammad (PBUH), and he has commanded that it shall be modest. Meanwhile, regarding the marriage cost, he regards it as the supporting factor and not an obligation. It is often found in the patriarchal community.

Many ready-to-be-married couples have to face a high amount of mahr, so the desired life after marriage cannot be achieved due to the groom's incapability. Here, the bride should be wise, especially when the man seriously wanting to marry her is an undoubtedly good one.

Public perception of mahr in various places is not significantly different, although some places implement mahr according to their local culture and tradition. Based on sharia, mahr constitutes "a provision given by the groom to the bride in the form of either goods, money, or service that does not violate any Islamic law." Mahr symbolizes the groom's sincerity to grow the bride's affection for him.

Moreover, in practice, mahr perceived by Gorontalo people does not violate the sharia. While interviewed in April 26th, 2019, Abd Rasyid Kamaru (a religious or public figure) revealed that in fiqh, mahr is *nikhlah*, or *maharu* in the Gorontalo language. He added that mahr was one of the essential requirements for marriage, "Try (to find something), even if it were an iron ring."

Narrated in one of the prophets' stories, Prophet Moses was asked to give mahr to stay with Prophet Shuaib for eight years, that Prophet Moses pleaded to be added two more years to make it ten years. He gave the mahr validated in a statement, "All were paid in cash". Meanwhile, other mahr given after the marriage is *mualah* mahr (depended mahr).

²³ Loc. cit. p. 75.

Compared with Arabic culture on mahr, Gorontalo people calculate the mahr based on the bride's entire room or *moluango huali*. The mahr will be regarded as the necessities of the bride. There is one Gorontalo culture that is combined with other area's culture that is accompanying mahr with *Uang Tutup Malu*, or Tonggu or Tonggualio: the groom shall share his wealth to the bride's unmarried relatives, regarded as a pray for them to find their lovers and pray for the bride and groom themselves to have a smooth marriage. During its development, mahr may be highly amounted and thus violates sharia. There is an old saying, "Tau Tuleu, Tau Duluo, Tau Opato, and so on", constituting the number of people that will be the people in-charge during the marriage. However, today, people in Gorontalo have substituted the people for money. They value one person as IDR 125,000,00. Every aspect considered good for people is regarded as *sunnah* and hence not *bid'ah*. People regard activities that are not implemented by Prophet Muhammad (PBUH) are wrong and improper. We should understand that Gorontalo tradition had been stipulated and directly determined since the era of Sultan Amai. He ruled his kingdom by referring to the philosophical value, "Custom relies on sharia, sharia relies on the Holy Koran." Therefore, it is no need to complain or amend the culture. We should also notice that when Sultan Amai amended the culture, he had referred to the concept of *Kaidah Usul* affected by time, place, and state.

Then, mahr causes a concrete agreement to appear, signed by the statement, "All were paid in cash." It is in line with Imam Abdullah ibn Alawi's argument in the book *Tazinatuf Azraf*, "*Mar'ahun mukmin minunat hassanah fahua hassanum* (something regarded as good by Moslems is something good and thus not something sinful). Therefore, the amount of mahr depends on individual capability.

Per the argument delivered in April 20th, 2019, Suma Isa (public figure) confirmed that in the principle of mahr, there was a similarity between theory and practice in Gorontalo. Mahr shall be given by the groom to the bride, in the form of either a set of praying apparatuses, money, or service that may give goodness for the bride and not violate Islamic laws. It indicates that mahr existence is a must to validate the marriage. Moreover, the shape, amount, and delivery time depend on both parties' agreement. People maintain *the* culture because it has been long implemented in Gorontalo. Although mahr is a must, it should not burden the groom's family and be in accordance with both parties' agreement without any social status.

IV. CONCLUSION

To sum up, mahr is important in a marriage, as it is one of the essential requirements that have to be fulfilled by the groom. Evidence proves that custom is one of the means used to deliver an announcement directly to the public about a marriage procession following a woman. The announcement aims to inform the public that the interested parties have tied a legal bond. Nevertheless, a valid marriage is always initiated by a cultural process, one of that is by mahr provision. The amount of mahr is clearly regulated in the Holy Koran and hadiths stated by Prophet Muhammad (PBUH), and should not burden one of the parties. Mahr should be modest and easy and should be under the groom's agreement and his family's ability.

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