

Mahar as Esteem, Not Price: Mediating Classical Fiqh, the Compilation of Islamic Law, and Custom in Indonesia's Plural Legal Order

Bayu Arif Mahendra ^{1*}, Aris Munandar ², Zetty Nurzuliana ³

^{1,2} Syarif Hidayatullah State Islamic University, Jakarta, Indonesia

³ Universiti Islam Selangor, Malaysia

* Correspondence: bayu_arif23@mhs.uinjkt.ac.id

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Abstract: Mahar (dowry) sits at the intersection of three normative orders in Indonesia, namely classical fiqh, state codification, and regional custom, yet it is increasingly misread as a price paid to acquire a wife. This distortion is sharpened by the social escalation and public display of expected amounts. The article asks how the Compilation of Islamic Law (Kompilasi Hukum Islam, KHI) mediates between classical jurisprudence and lived practice, and what that mediation reveals about the normative purpose of mahar. Prior scholarship has examined doctrine, codification, and social practice in isolation, leaving their interaction within Indonesia's plural legal order underexamined. Employing a doctrinal-normative method that reads the four Sunni schools alongside the KHI through the lenses of legal pluralism and maqāṣid al-sharī'ah, the study analyzes the legal foundation of mahar, its conditions of validity, its forms and amounts, and its codification in Indonesian positive law. The analysis shows that the schools converge in substance, affirming the wife's entitlement and the sufficiency of a modest gift, even where they diverge in technical classification, and that the KHI distills this shared principle of simplicity and mutual consent into an administrable rule while preserving the wife's protected right. It argues, within the sources examined, that mahar functions analytically as a marker of esteem and a vested entitlement of the wife rather than a transactional price. These findings carry direct implications for how the institution is taught in religious education and applied in the Religious Courts.

Keywords: Mahar, Islamic family law, Compilation of Islamic Law (KHI), Legal pluralism, Maqāṣid al-sharī'ah.



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Introduction

Marriage in Islam is a solemn covenant, described in the Qur'an as a mithaqan ghalizan (a weighty pledge), a bond that joins two persons within a framework of legal obligation, religious meaning, and social responsibility. Among the elements most closely attached to the marriage contract is the mahar, the obligatory bridal gift transferred from the husband to the wife. The institution is at once doctrinally settled and socially contested. Doctrinally, the obligation to confer mahar rests on explicit

Qur'anic command and is affirmed across every school of Sunni jurisprudence (Az-Zuhaili, 2018; Ishaq Zai & Sadat, 2023; Sabiq, 2018). Socially, the meaning of the gift has drifted in ways that strain its original purpose. In many Indonesian communities the mahar is read as a price a man pays to acquire a wife, and in several regions the escalation of expected amounts, documented in studies of local marriage practice and visible in the disputes that reach the Religious Courts (Pengadilan Agama), has become a genuine obstacle to marriage, deferring or defeating the very union the institution was meant to dignify (Ridwan, 2022; Syam & Ramadhan, 2023).

This drift matters for the wider field of plural family law, in which the rules that govern marriage, divorce, and the transfer of property are produced not by one source but by the interaction of several. Griffiths (1986) supplies the basic definition, distinguishing the strong legal pluralism of genuinely competing normative orders from the weak pluralism a state merely tolerates, while Merry (1988) extends the concept to the everyday normative claims that operate below the level of official law. Indonesia is an instructive site for this interaction, and its pluralism is institutional as well as conceptual. Article 29 of the 1945 Constitution guarantees freedom of religion and anchors the state's recognition of Islamic norms; a dual-court structure divides jurisdiction between the Religious Courts and the general courts; and the rules on mahar are codified not in a statute but in the Compilation of Islamic Law, promulgated through Presidential Instruction No. 1 of 1991, an instrument whose formal standing is itself contested (Bedner & van Huis, 2010; Butt, 2010; Hooker, 2003; van Huis, 2025). Within this order the codified rule operates alongside classical fiqh carried in the *pesantren* tradition and alongside regional adat that shapes what a community expects a groom to give. Moore's (1973) account of the semi-autonomous social field captures the result: the family and the community form a field that generates its own binding expectations while remaining only partly subject to the rules of the state, so that a single act of giving may be measured against several standards at once. Understanding mahar therefore calls for attention to how doctrine, code, and custom speak to one another (Anggraeni, 2023; Tamanaha, 2008).

Earlier scholarship has approached the subject from several distinct angles. A first body of work reconstructs the normative foundations of mahar from the Qur'an, the hadith, and the classical fiqh of the four schools, emphasizing the textual basis of the obligation and the disagreement over its minimum amount (Kafi, 2020; Mardani, 2017). A second body of work turns to ethnographic and sociolegal description, documenting how mahar is negotiated within particular communities and how regional custom inflects the figure that is ultimately agreed (Avita et al., 2022; Syam & Ramadhan, 2023). A third strand, more critical in tone, examines the commercialization of the gift, including its display and escalation through social media, and reads this as a departure from the institution's protective purpose (Engineer, 2008; Ridwan, 2022). Beyond the Indonesian literature, a comparative scholarship on Islamic family law reform situates these questions across jurisdictions, from the statutory treatment of mahr in Malaysia to its codification in the Arab states, and reads the administration of family law as a contested terrain for women's rights (Baderin, 2003; Mir-Hosseini, 2000).

Each of these literatures illuminates part of the picture, yet they rarely meet. The doctrinal reconstructions stop at the threshold of positive law: Kafi (2020) and Mardani

(2017) map the schools' positions thoroughly but do not trace how those positions are absorbed, altered, or set aside by the KHI. The sociolegal accounts move in the opposite direction, since Avita et al. (2022) and Syam and Ramadhan (2023) document regional practice in rich detail while treating classical doctrine as background rather than as an active normative claim against which practice might be assessed. The critical accounts, for their part, diagnose the commercialization of the gift without locating a remedy within the architecture of Indonesian law itself. What has escaped sustained attention, and what this article takes as its central problem, is the mediating work of the KHI: the way the code renders a flexible classical entitlement as an administrable rule, and how that rendering can be marshalled to correct the misperceptions that distort the institution today.

It is worth pausing on why the institution is so prone to misreading, since the reasons bear directly on the article's approach. The difficulty is partly linguistic, because in many vernaculars the mahar is spoken of in the idiom of exchange, and the grammar of the transaction quietly imports a logic of purchase the doctrine never intended. It is partly sociological, because where weddings have become occasions for the public display of status the size of the gift comes to signal the standing of the families rather than the esteem of the spouses (Ridwan, 2022). These pressures do not change the rule, yet they change how the rule is lived. They also vary by place, since the customary expectations surrounding marriage payments differ markedly across the archipelago, from Aceh and the Bugis-Makassar regions to Java and Minangkabau, so that the social problem this article diagnoses presents itself with different intensity in different communities (Ash-Shabah et al., 2021; Busyro et al., 2023; Syam & Ramadhan, 2023). An account of mahar that aims to be faithful must therefore hold the doctrinal rule and the plural social field together rather than treat either in isolation (Asy'ari & Triansyah, 2022; Tamanaha, 2008; Twining, 2000).

The primary contribution of this article is to analyze that mediating work directly. Its central argument is that the Compilation of Islamic Law operates as an integrative bridge between classical fiqh and lived Indonesian practice, distilling a shared principle of simplicity and mutual consent from across the schools and enacting it as an administrable rule while preserving the wife's protected entitlement. Three objectives follow from this argument. The first is to establish the textual and doctrinal foundation of mahar across the four Sunni schools and the structure of their agreement and disagreement. The second is to determine how the KHI receives, modifies, or departs from those classical positions in Articles 30 to 38. The third is to assess what this mediation implies for the contemporary misreading of mahar within Indonesia's plural legal order. The normative implication that emerges, rather than the premise from which the study begins, is that mahar is best understood as a marker of esteem and a vested right of the wife rather than a price, a reading the analysis reaches rather than assumes. The article proceeds from method to a combined results and discussion, and then to a conclusion that returns to these three objectives.

Method

This study employs a qualitative legal method that treats doctrinal and normative analysis as two distinct but connected layers. Following Hutchinson and Duncan (2012),

the doctrinal layer describes and systematizes the rules on mahar as they are stated in the sources, while the normative layer evaluates those rules against the purposes the law is taken to serve. The object of inquiry is accordingly a body of legal norms: the rules on mahar contained in the sources of Islamic law, namely the Qur'an, the hadith, the consensus of scholars, and analogical reasoning, together with the relevant instruments of Indonesian positive law, principally the Compilation of Islamic Law (KHI) and Law Number 1 of 1974 concerning Marriage as subsequently amended. The research is library-based, proceeding through the close reading of primary and secondary sources rather than fieldwork or survey instruments. Because these sources do not always point in the same direction, the study applies an explicit priority rule: where the Qur'anic text, the hadith, and the KHI diverge on a given question, the reading that best protects the wife's entitlement is preferred, and that reading is then weighed against the higher purposes of the law (*maqasid al-shari'ah*) rather than settled by the codified provision alone. Stating this hermeneutical rule openly is what allows the analysis to be followed and, in principle, reproduced.

The materials are organized into three tiers. Primary legal materials comprise the Qur'an, the canonical hadith collections, and the canonical fiqh of each school, including al-Sarakhsi's *al-Mabsut* for the Hanafi position, the *Mukhtasar* of Khalil and its commentaries for the Maliki, al-Shafi'i's *al-Umm* for the Shafi'i, and Ibn Qudamah's *al-Mughni* for the Hanbali, read alongside the Compilation of Islamic Law and the Marriage Law. Secondary legal materials comprise the encyclopedic compilations of Az-Zuhaili (2018) and Sabiq (2018), scholarly monographs, peer-reviewed articles, and prior studies on mahar and marriage in Islam, including contemporary contributions that situate the doctrine within the *maqasid* framework (Auda, 2008; Maulidi, 2022). Tertiary materials, including legal dictionaries, Islamic encyclopedias, and Arabic lexica, are used to clarify technical terms and to verify the rendering of key concepts. The study relies on the encyclopedic compilations where they faithfully report a school's settled position, but treats them as secondary to the canonical texts and acknowledges that leaning on a single encyclopedist, especially one writing from within one school, can introduce a perspective bias; where a position is contested, the canonical reference is consulted directly.

Data were collected through documentary study, that is, by searching, reading, recording, and classifying the legal materials according to the themes of the research. The analysis follows three movements that mirror the order in which the results are later reported. First, the provisions on mahar are described systematically so as to present a coherent account of the doctrine. Second, a comparative analysis sets the positions of the four schools alongside the provisions of the Compilation of Islamic Law, identifying both convergence and divergence. Third, the results are interpreted through deductive reasoning, moving from established normative premises to conclusions about the proper understanding and implementation of mahar. To support the reliability and coherence of its readings, the study triangulates across sources, comparing the treatment of each issue in several works and checking for inter-source consistency before settling on a reading (Hutchinson & Duncan, 2012).

As with any doctrinal study, the approach has limits that should be stated plainly. The analysis privileges textual and codified sources and does not claim to measure how

mahar is negotiated in any particular community; where social practice is discussed, it is on the authority of existing empirical studies rather than original fieldwork (Avita et al., 2022; Syam & Ramadhan, 2023). The comparative treatment of the four schools is necessarily selective, foregrounding the points most salient to the Indonesian setting rather than exhausting the internal debates of each school. These limits define the scope of the contribution: a synthetic, doctrine-centered account that connects classical fiqh to Indonesian positive law and to the contemporary challenges that make the connection urgent.

A note on the comparative method is warranted, since the value of the study turns on it. Comparison here is not undertaken to declare one school correct and the others mistaken, an exercise foreign to the spirit of the tradition, but to reveal the structure of agreement and disagreement across the schools and to identify the shared principles on which a modern code can draw. The unit of comparison is the legal position together with its supporting basis, so that divergence can be read as a record of reasoning rather than as mere inconsistency. This is the method that allows the later analysis to test whether the schools converge on substance even where they differ on technical classification, a question the Results take up rather than presuppose.

Finally, the study situates its doctrinal analysis within the conceptual vocabulary of legal pluralism, drawing on the foundational accounts of that field to make sense of the interaction between code, classical doctrine, and custom (Griffiths, 1986; Merry, 1988; Moore, 1973; Salim, 2021). The role assigned to the theory should be stated precisely, since the literature often blurs it. Legal pluralism is used here as interpretive and descriptive vocabulary, not as a predictive framework that generates testable propositions about how normative orders behave. It supplies the categories, such as Moore's semi-autonomous social field, through which the coexistence of several normative orders and the friction between them can be described and assessed, while the study makes no claim to measure those fields empirically. This deliberately modest role is what lets the article move from a restatement of the rules to an account of why the rules are so often misread in practice, without overstating what a doctrinal study can establish about social behaviour.

Result And Discussion

The findings are presented in the order announced in the method section: the legal foundation of mahar, its definition and ruling, the conditions of its validity, its forms and amounts, its treatment in the Compilation of Islamic Law, and its doctrinal types. The discussion then interprets these findings, placing them in dialogue with prior scholarship and with the objectives set out in the introduction. Because results and discussion are presented together, the analysis moves continuously from description to interpretation, taking care not merely to restate the findings but to explain their significance for the field of plural family law.

The Legal Foundation of Mahar

A survey of the sources confirms that mahar rests on a firm and explicit foundation in the Qur'an. At least four verses bear directly on the institution: Surah An-Nisa verses 4, 24, and 25, and Surah Al-Baqarah verse 237. The first of these is the locus

classicus of the obligation, directing husbands to give their wives their mahar as a free and wholehearted gift, a saduqah given willingly rather than extracted. The verses of Surah An-Nisa situate the gift within the law of marriage and its consequences, while the verse of Surah Al-Baqarah addresses the entitlement of a wife divorced before consummation, confirming that a portion of the agreed mahar vests even where the marriage has not been completed. Read together, these texts establish both the obligation to confer mahar and its character as a right belonging to the wife (Az-Zuhaili, 2018; Mardani, 2017).

The Sunnah reinforces and refines the Qur'anic command. The well-known report of the man who could find nothing to give as mahar, and whom the Prophet directed to teach his wife the portions of the Qur'an he had memorized, demonstrates that the gift need not be material wealth and that its value may lie in benefit rather than in price. The equally familiar report concerning an iron ring, in which the Prophet urged a suitor to seek even so modest an object, establishes that no amount is too small to serve as mahar where the parties are content. The evidentiary record is not one-sided. Reports favouring a larger or fixed mahar also circulate, including the tradition the Hanafi school relies upon to set a minimum and accounts of the Prophet's own marriages in which substantial sums were named, and the Maliki preference for a determinate minimum draws on this same body of material. Taken as a whole, however, these reports, transmitted in the authoritative collections, anchor the doctrine that the obligation is real while its measure remains generous and flexible rather than fixed at any high figure (Sabiq, 2018; Tihami & Sahrani, 2019).

The interpretive significance of this foundation is considerable. Because the obligation itself is grounded in qath'i, definite, textual authority, it is not open to suspension or denial; the husband owes mahar, and the wife is entitled to it (Mardani, 2017). At the same time, the texts leave the form, amount, and timing of the gift largely undetermined, opening a wide field for ijtihad and for accommodation to social context (Maulidi, 2022). This combination of a fixed obligation and a flexible measure is the structural feature that allows mahar to travel across the plural legal settings in which Muslims actually live, from the classical madhhab to the codified law of a modern state.

It is instructive that the Qur'anic vocabulary for the gift itself encodes its purpose, though that vocabulary has been read in more than one way. The terms used, including saduqah and nihlah in An-Nisa 4:4, carry the senses of sincerity and of a free, ungrudging bestowal. The reading of nihlah is itself a site of exegetical disagreement: some commentators take it to reinforce the character of the mahar as a free gift, while others read it as marking the gift off from other transfers of property and as obliging the husband specifically. The present analysis adopts the first reading, but does so as an argued choice rather than an obvious one, since the protective construction of the institution that follows depends on it. On either reading the classical exegetes insisted that the gift belongs to the wife outright and that neither her father nor her guardian may divert it, a conclusion that severs the institution from any logic of bride-price in which value would flow to the family rather than to the woman (Soemiyati, 2017; Syarifuddin, 2018). The textual foundation thus does more than establish an obligation; it fixes the direction and meaning of the transfer in a way that later doctrine and codification would preserve.

Definition and Legal Ruling

Etymologically, the Arabic mahr denotes the bridal gift, and the term is used interchangeably in the sources with sadaq and, in the Indonesian setting, with maskawin. In the terminology of fiqh, mahr is defined as the property or benefit that the husband is obliged to give to the wife by reason of the marriage contract, a transfer that expresses sincerity and esteem and that becomes the wife's own. The definition carries an important implication often lost in popular understanding: the mahr belongs to the wife alone, not to her family, and she enjoys full disposition over it (Soemiyati, 2017; Syarifuddin, 2018). Whether this entitlement is realised in practice is a separate question. Disputes in which a wife's mahr has been withheld or diverted by relatives have reached the Religious Courts and, on appeal, the Supreme Court, and a full account of mahr in Indonesian positive law would require systematic analysis of that case law. The present doctrinal study does not undertake such analysis; it flags the distance between the norm of sole ownership and its enforcement both as a limit on what can be claimed here and as a priority for the empirical work proposed in the conclusion.

On the legal ruling, the majority of scholars hold that conferring mahr is obligatory, though the schools differ on whether the gift is a pillar of the contract or a consequence that flows from it. The Maliki school treats mahr as a rukn, an essential pillar, such that its omission impairs the contract itself. The Shafi'i, Hanafi, and Hanbali schools, by contrast, treat mahr as an obligatory effect of a valid contract rather than a constitutive element, so that a marriage concluded without naming a mahr remains valid while the wife becomes entitled to a fair equivalent (Az-Zuhaili, 2018; Sabiq, 2018). The practical distance between these positions is narrower than it first appears, since all agree that the wife is owed a mahr; the disagreement concerns the technical status of the obligation within the anatomy of the contract rather than its existence. The practical stakes are smaller still in the Indonesian setting. Because the Religious Courts apply the KHI rather than the rules of any single school, a marriage concluded without a named mahr is not treated as void on Maliki grounds; the wife is instead awarded the fair equivalent, which is precisely the outcome the Shafi'i, Hanafi, and Hanbali position reaches. The Maliki classification therefore shapes the doctrinal description of the contract more than it alters the result a litigant can expect before a Pengadilan Agama.

This doctrinal architecture explains why the absence of a stated amount does not defeat a marriage. Where no mahr is named, the law supplies one through the mechanism of mahr mithl, the fair equivalent measured against the customary mahr of comparable women in the wife's family. The institution thus protects the wife's entitlement even against the parties' silence, a protective logic that resonates with the broader purposes of the family law and that anticipates the simplicity later emphasized in the Indonesian code (Melinda & Nurrohman, 2024; Tihami & Sahrani, 2019).

Conditions for the Validity of Mahar

The jurists set out several conditions that a mahar must satisfy. First, it must be property or a benefit possessing value and lawful use, so that it can meaningfully serve as the wife's entitlement. Second, it must be lawful in itself; objects forbidden in Islam, such as wine or pork, cannot stand as mahar because they have no recognized value in the law. Third, it must be known and determinate, whether in kind, quantity, or description, so that the entitlement is not left to dispute. Fourth, it must be lawfully owned by the husband who confers it. Fifth, it must not be usurped or otherwise the product of an unlawful act, since a gift cannot be founded on a wrong (Az-Zuhaili, 2018; Mardani, 2017).

These conditions share a common rationale. Each is designed to ensure that the mahar is a genuine, secure, and lawful entitlement of the wife rather than a nominal or contestable gesture. The requirement of determinacy, in particular, performs a protective function: by insisting that the gift be known, the law forecloses later disputes that might otherwise erode the wife's position. Read in this light, the conditions are not formal technicalities but expressions of the same protective purpose that underlies the obligation itself (Syarifuddin, 2018).

The condition of lawfulness deserves particular comment because it discloses the moral architecture of the institution. By refusing to recognize forbidden objects as valid mahar, the law declines to let the entry into marriage be founded on a wrong, and it ensures that the wife's first acquisition within the marriage is something the law can fully protect. Where a prohibited object is nonetheless named, the schools do not void the marriage but substitute the fair equivalent, so that the wife's entitlement survives the defect in the named gift. This solution is shared across the schools rather than peculiar to one, since each treats the naming of a prohibited object as a defect in the gift to be cured by the mahar *mithl* rather than as a flaw that voids the contract (Az-Zuhaili, 2018; Tihami & Sahrani, 2019). This pattern, preserving the entitlement while curing the defect, is characteristic of the way the doctrine resolves difficulties in favour of the wife's secured right, and it anticipates the protective orientation that the Indonesian code would later adopt.

These conditions are not merely historical, since contemporary practice keeps testing them. Two examples drawn from Indonesian experience show their continuing relevance. The first is the recitation or teaching of the Qur'an as mahar, still encountered at weddings across the country and validated by direct analogy to the Prophetic report on instruction; it satisfies the condition of value because benefit, and not only property, counts as a recognised form of worth. The second is the digital asset, such as a cryptocurrency or a tokenised holding, increasingly named as mahar by younger couples. Whether such an asset qualifies turns on the same classical condition of determinate, lawful, and transferable value: where its ownership is secure and its worth ascertainable it can in principle serve, while the volatility and unsettled regulatory status of some instruments raise exactly the determinacy concerns the classical conditions were designed to address (Taufiq & Ahmed, 2023). Reading the modern case through the inherited conditions, rather than treating it as wholly novel, shows that the framework remains operational and that its protective logic reaches forms of wealth the jurists never contemplated.

Forms and Amounts of Mahar

The sources permit a wide range of forms. Mahar may be material, such as money, gold, jewelry, land, or a vehicle, or it may be immaterial, such as the teaching of the Qur'an, the imparting of a skill or knowledge, or a defined service. The permissibility of benefit as mahar follows directly from the Prophetic report concerning instruction in the Qur'an, and it signals that the institution measures worth by usefulness and esteem rather than by market price alone (Sabiq, 2018; Tihami & Sahrani, 2019).

On the question of amount, the schools diverge. The Hanafi school sets a minimum of ten dirhams, relying on a report transmitted through al-Daruqutni; the Maliki school sets a lower minimum of three dirhams. The Shafi'i and Hanbali schools decline to fix any minimum, holding that whatever possesses value may serve as mahar, however modest, on the authority of the report concerning the iron ring (Az-Zuhaili, 2018; Ishaq Zai & Sadat, 2023). No school fixes a maximum, and the Qur'anic narrative that contemplates a great heap of gold given as mahar is read by the majority as confirming that generosity is permitted even where restraint is preferred.

The disagreement over the minimum is doctrinally instructive rather than merely technical. It shows classical jurists reasoning from text to rule while attending to context, weighing reports of differing strength and drawing different conclusions about what the law should require at its lower bound (Ishaq Zai & Sadat, 2023). For the present argument, the more important point is the shared structure beneath the disagreement: every school treats the amount as adjustable and none treats a high mahar as a religious ideal. The doctrine, in other words, already contains the resources to resist the inflation that troubles contemporary practice.

To make the comparative picture concrete, Table 1 sets out the positions of the four schools on the legal status of mahar within the contract and on the question of a minimum amount, together with the principal basis each invokes and, in a dedicated column, how each position is received in the Compilation of Islamic Law. Adding the KHI column lets the table do more than describe the schools; it shows, at a glance, where the code reflects, modifies, or departs from the classical positions, which is the central question this article pursues.

Table 1. Comparative Positions of the Four Sunni Schools on the Status and Minimum of Mahar

No.	School	Status in the Contract	Minimum Amount	Position in the KHI	Principal Basis
1	Hanafi	Obligatory effect of a valid contract	Ten dirhams	Not adopted; the KHI fixes no minimum and ties the amount to the parties' agreement (Art. 30)	Report transmitted via al-Daruqutni
2	Maliki	Pillar (rukun) of the marriage contract	Three dirhams (contested basis)	Departed from; the KHI does not treat a marriage lacking a named mahar as void	Analogy to the minimum for theft liability, a basis disputed within the school

3	Shafi'i	Obligatory effect of a valid contract	No fixed minimum	Reflected; the KHI sets no minimum and commends simplicity (Art. 31)	Report concerning the iron ring
4	Hanbali	Obligatory effect of a valid contract	No fixed minimum	Reflected; the KHI sets no minimum and commends simplicity (Art. 31)	Report concerning the iron ring; benefit as value

Source: Author's compilation from the canonical fiqh of the four schools (*al-Shafi'i*, *al-Umm*; *Ibn Qudamah*, *al-Mughni*; *Khalil*, *Mukhtasar*; *al-Sarakhsi*, *al-Mabsut*), cross-checked against the encyclopedic syntheses of *Az-Zuhaili* (2018, Vol. 9) and *Sabiq* (2018, Vol. 2). The Maliki minimum of three dirhams, reasoned by analogy to the threshold for theft liability, is itself contested within the school (Ridwan, 2022).

Read across its rows, Table 1 shows that the schools differ on the technical status of mahar and on whether a minimum exists, yet converge on the substance: the wife is owed a mahar, the gift may be modest, and no school requires a large amount. The KHI column makes the mediating pattern visible. The code reflects the Shafi'i and Hanbali refusal to fix a minimum, does not adopt the Hanafi or Maliki thresholds, and departs from the strong Maliki classification by declining to treat the absence of a named mahar as fatal to the contract. The divergence over the minimum is best read not as a contradiction but as a record of contextual reasoning, in which jurists weighed reports of varying authority and reached defensible but differing conclusions (Ridwan, 2022). This convergence beneath disagreement is what allows a modern code to draw on the tradition as a whole rather than commit to a single school. The separate question of timing, whether the mahar is prompt or deferred, cuts across all four schools alike and is taken up in the discussion of doctrinal types below.

Mahar in the Compilation of Islamic Law

In Indonesian positive law, mahar is regulated in Articles 30 through 38 of the Compilation of Islamic Law. The Compilation provides that the prospective husband is obliged to pay a mahar to the prospective wife, the amount, form, and kind of which are agreed by the parties. Article 31 directs that the determination of the mahar be guided by the principles of simplicity and ease commended by Islamic teaching, and the surrounding articles address the consequences of non-payment, deferral, defect, and dissolution, supplying a code-level treatment of issues that the classical fiqh addressed case by case (Melinda & Nurrohman, 2024; Rofiq, 2021).

The significance of this codification lies in its method of accommodation. The Compilation does not select one school and impose it; it distils a shared principle, simplicity and mutual agreement, from across the tradition and renders it as a code that the religious courts apply in practice, even though, as a Presidential Instruction (Inpres No. 1 of 1991) rather than a statute, its formal bindingness is itself debated (Butt, 2010; Solikin & Wasik, 2023; Syarifuddin, 2018; Wahid & Hasanuddin, 2023). In doing so it performs the mediating function that the introduction identified as understudied: it translates the flexible classical doctrine into a rule administrable by a modern court while preserving the protective entitlement of the wife. The article-by-article treatment of deferral and defect, in particular, gives litigants and judges a determinate framework where the classical sources offered competing opinions.

At the same time, the Compilation leaves room for local *ijtihad*. By tying the amount to agreement and to the principle of capability rather than to a fixed figure, it permits regional custom to fill the space within the limits the code sets (Rofiq, 2021). This is the codified counterpart of the doctrinal flexibility described earlier, and it is what allows the Indonesian law of mahar to function within a plural normative order rather than against it.

This accommodation is not without tension, and a rigorous reading must name it. Article 30 ties the mahar to the agreement of the parties, importing a measure of contractual freedom that has no exact analogue in the classical doctrine and that can cut against the protective purpose the institution is meant to serve. If a prospective wife consents to a purely nominal mahar under family or social pressure, the code's deference to agreement may underprotect the very person the entitlement exists to secure, and the classical safeguard of the fair equivalent does not reach the case, because a mahar has in fact been named, however slight. The drafting history confirms that these provisions were never beyond dispute. The 2004 Counter Legal Draft of the Compilation (CLD-KHI), prepared by a working group within the Ministry of Religious Affairs, proposed recasting mahar as a reciprocal and optional exchange between spouses rather than a one-directional obligation of the husband; it was withdrawn amid strong opposition and never enacted. Its appearance nonetheless shows that the codification of mahar is a contested and political process rather than a settled doctrinal deposit, a point reinforced by the long-running debate over the Compilation's standing as a Presidential Instruction rather than a statute (Butt, 2010; Hooker, 2003; Wirastri & van Huis, 2024).

The Compilation's treatment of contingencies repays closer reading, for it is here that codification adds most to the classical doctrine. The provisions address what becomes of the mahar where the marriage dissolves before consummation, where the named gift proves defective or is lost before delivery, and where payment is deferred, supplying determinate answers to questions that the classical sources resolved through competing opinions. By converting a field of scholarly disagreement into a set of administrable rules, the code reduces the discretion that might otherwise produce inconsistent outcomes across the religious courts and gives litigants a settled framework within which to order their affairs (Apriantoro et al., 2023; Rofiq, 2021). The gain is not doctrinal novelty but institutional reliability, which is precisely what a modern legal system requires of its family law.

It bears emphasis that the Compilation's insistence on simplicity is not a dilution of the shari'ah but a recovery of one of its express counsels. The Prophetic teaching that the most blessed marriage is the one most easily undertaken, and the related counsel that the best mahar is the one most easily given, are themselves part of the normative tradition the code is implementing. In foregrounding ease and capability, Article 31 does not soften the law to suit modern convenience; it selects, from within the tradition, the principle most apt to resist the social inflation that distorts the institution today (Bunyamin, 2021). The code thus exemplifies how positive law can be at once faithful to classical doctrine and responsive to contemporary need.

Doctrinal Types of Mahar

Classical fiqh recognizes two principal types of mahar. Mahar musamma is the mahar named and fixed in kind and amount at the time of the contract by the agreement of the parties; it is the ordinary case and governs the entitlement once the marriage is concluded. Mahar mithl is the fair equivalent, calibrated to the customary mahar of comparable women in the wife's family, which the law supplies where no mahar was named, where the named mahar proves defective, or where a dispute arises (Az-Zuhaili, 2018; Tihami & Sahrani, 2019).

A second distinction concerns timing. The mahar may be paid promptly, mu'ajjal, or deferred by agreement, mu'akkhar, in whole or in part. The deferral does not diminish the entitlement; it remains a debt owed to the wife and becomes due according to the terms agreed or, in some readings, upon dissolution of the marriage. A practical question that classical and modern jurists both address is what becomes of a deferred mahar when the husband dies before paying it. The prevailing view treats the unpaid mahar as a debt of the estate, settled from the assets of the deceased before the residue is distributed among the heirs, so that the widow's claim takes priority over the inheritance shares and is not merely folded into them. This priority is not an ad hoc concession but the application of a settled legal maxim, since the qawaid fihiyyah that govern the ordering of claims on an estate place the discharge of debts ahead of the distribution of shares, and an unpaid mahar is a debt in the fullest sense of the term. Reading the deferred mahar through these maxims, as recent work on the actualisation of Islamic inheritance law has urged, secures the wife's entitlement against the competing claims of heirs and shows that the protective logic of mahar reaches beyond the boundary of the marriage and into the law of succession, where the same purposive commitment to safeguarding a vested right continues to operate (Mahendra et al., 2024). This treatment matters for the protective logic of the institution, since it ensures that deferral postpones payment without exposing the wife to the risk that death will extinguish her right. These categories give the institution its practical flexibility, allowing parties to match the gift to their circumstances while preserving the wife's secured right (Ishaq Zai & Sadat, 2023; Soemiyati, 2017).

The interaction of these categories with the principle of simplicity is worth drawing out. The availability of deferral means that a couple of modest means need not be deterred by an inability to pay at once, since the obligation can be honored over time without diminishing the wife's entitlement. The availability of the fair equivalent means that the omission or defect of a named gift does not leave the wife unprotected. Together these mechanisms allow the law to insist on a real entitlement while keeping marriage within reach, reconciling the protective and the facilitative purposes that might otherwise pull against one another. They are, in effect, the doctrinal instruments through which the counsel of ease is made operable in practice (Syarifuddin, 2018; Tihami & Sahrani, 2019). Yet the fair equivalent is more secure on paper than in court. The doctrine measures mahar mithl against the customary mahar of comparable women in the wife's family, but where no female relative has a documented mahar, or where past amounts were never recorded, a judge has little reliable basis on which to fix the figure and must fall back on estimation or local custom. Without a settled calculation mechanism the fair equivalent risks becoming a theoretical right rather than

an enforceable one, and the protective entitlement the doctrine promises is only as strong as the evidence available to quantify it. Recognising this enforcement gap, rather than presenting mahar mithl as fully operative, gives a more honest measure of how far the institution actually protects the wife in the Indonesian courts.

Discussion

The findings reported above carry a meaning that extends beyond the restatement of doctrine. Taken together, they show that mahar occupies a strategic position in the marriage contract not as a financial transaction but as the institutional expression of esteem, responsibility, and commitment. The husband's conferral of a gift that becomes the wife's own property is, in substance, a recognition of her standing as a party to the covenant rather than as its object. This reading aligns with Az-Zuhaili's (2018) insistence that mahar is a token of honor for the woman and not a purchase price, and with contemporary readings of the gift as a concrete manifestation of *mu'asyarah bi al-ma'ruf*, the obligation of good and equitable companionship between spouses (Ishaq Zai & Sadat, 2023).

On the legal foundation, the results confirm the objective stated in the introduction: that the obligation to confer mahar rests on definite textual authority while its measure remains open. This dual structure, a fixed obligation paired with a flexible measure, is the doctrinal pivot of the entire institution. It is what allows Ishaq Zai and Sadat (2023) to describe a wide field of contemporary *ijtihad* concerning the form and procedure of mahar without any suggestion that the obligation itself might be relaxed. The present analysis sharpens that point by showing that the flexibility is not a modern concession but a feature already present in the classical sources, visible in the Prophetic acceptance of instruction and of an iron ring as valid mahar.

The comparative findings summarized in Table 1 deserve emphasis because they bear directly on the social problem the article addresses. The schools disagree on whether a minimum exists and, if so, what it is, yet none makes a large mahar obligatory, and several decline to require any minimum at all (Ridwan, 2022). This qualification matters, since some Maliki and other classical texts do praise a generous mahar as a meritorious act (*fadh*). The point is not that the tradition is indifferent to generosity but that it nowhere treats a high mahar as a requirement or a religious ideal binding on the parties: generosity remains commendable, while escalation as a social expectation does not. The disagreement, far from being a weakness of the tradition, reflects a contextual mode of reasoning in which jurists weighed reports of differing authority and reached conclusions suited to their settings. The lesson for contemporary practice is that the inflation of mahar finds no warrant in any school; the doctrine, read honestly, points toward restraint rather than escalation.

The treatment of mahar in the Compilation of Islamic Law illustrates how a modern code can mediate between classical jurisprudence and lived practice. By distilling the shared principle of simplicity from across the schools and enacting it in Article 31, the Compilation accommodates local Indonesian values without abandoning the protective core of the doctrine (Melinda & Nurrohman, 2024; Rofiq, 2021). This mediating function answers the gap identified at the outset. Where prior doctrinal studies stopped at the threshold of positive law and prior sociolegal studies treated

doctrine as background, the present analysis shows the code itself doing the work of translation, rendering a flexible classical entitlement as an administrable rule that judges can apply and litigants can rely upon. The principle that the best mahar is the most easily given, expressed in the Prophetic counsel and echoed in the code, is the hinge on which this accommodation turns.

Situating the institution within the framework of legal pluralism clarifies what is at stake. Indonesian Muslims live within a layered normative order in which the code, the classical madhhab, and regional adat each make claims on the practice of mahar (Griffiths, 1986; Merry, 1988; Wirastrri & van Huis, 2021). The semi-autonomous social fields described by Moore (1973) are visible in the negotiation of mahar within families and communities, where customary expectation can press the agreed figure upward even as the code commends simplicity. Reading mahar through this lens explains why doctrinal correctness alone does not resolve the social problem: the rule may favor restraint while the surrounding field rewards display. An effective response must therefore engage both the norm and the field, addressing the social meanings that drive escalation as well as the legal rule that governs entitlement (Tamanaha, 2008).

The contemporary phenomenon of commercialization can be assessed against this background. The display and escalation of mahar, including through social media, obscures its protective and relational purpose and recasts a token of esteem as a marker of status (Engineer, 2008; Ridwan, 2022; Syam & Ramadhan, 2023). Comparative studies of Islamic family law document a similar commodification of marriage payments across several Muslim societies and read it as a drift from the institution's purpose (Mir-Hosseini, 2000), and the present findings support that reading on doctrinal grounds: a practice that converts a flexible, modest, wife-protective entitlement into an inflated price contradicts the very texts that establish it. The drift is best understood as one instance of a wider tendency in which economic relations are stripped of the ethical and religious meaning that once governed them, so that what was a moral act of bestowal is recast as a transaction measured by display and competitive standing. Reading the inflation of mahar through this lens, as recent work on the desecularisation of ethics in economic life has proposed, suggests that the remedy is not merely a numerical restraint but a re-embedding of the gift within the moral order that gives it sense, recovering the relational obligation the doctrine encodes rather than treating mahar as a unit of patronage to be maximised (Inayah et al., 2025). The social costs are not trivial, since the deferral of marriage that escalation produces can press individuals toward unofficial unions that forfeit the protections the formal contract supplies.

The practical implications follow directly. There is a need for sustained public education concerning the nature of mahar, and there is also a case for considering measured regulatory responses to extreme commercialization, of the kind seen in several Muslim-majority jurisdictions. Malaysia's Islamic Family Law (Federal Territories) Act 1984, for instance, registers and standardises mas kahwin through the Syariah courts, while reform of the Egyptian personal status law has likewise sought to keep the cost of marriage from defeating the union it is meant to enable (Azhar, 2024; Baderin, 2003; Fauzi, 2024; Marzuki, 2026; Setyawan et al., 2023). Any such response should be calibrated to the pluralist setting described above, working with custom and community rather than against them, since a rule imposed without regard to the

surrounding social field is unlikely to displace the meanings that drive escalation. The comparison is suggestive rather than prescriptive: what travels is not a particular numerical cap but the underlying commitment to keeping marriage accessible, which each legal order must realise through means suited to its own institutions.

The theoretical contribution of the study is to operationalise the *maqasid al-shari'ah* rather than to invoke it as a label. Following Auda's (2008) systems approach, which treats the higher objectives as analytic criteria rather than slogans, together with the classical articulation of Ibn Ashur (2006), the mahar can be located among the recognised objectives with some precision. It serves the protection of property (*hifz al-mal*) by vesting a secured asset in the wife, the protection of lineage and family (*hifz al-nasl*) by formalising and dignifying the marriage, and the protection of the person and her dignity (*hifz al-nafs*) by recognising the wife as a party to the covenant rather than its object. Reading the institution this way does analytic work on the disputed question of the minimum amount. The purposive reasoning gains operational traction when it is paired with the legal maxims, the *qawaid fiqhiyyah*, that translate broad objectives into workable rules of decision, since maxims of the kind that resolve doubt in favour of an established right and that read hardship as a ground for ease give the *maqasid* a determinate hold on concrete cases rather than leaving them at the level of aspiration (Mahendra et al., 2024). If the objective the mahar primarily serves is the dignifying recognition of the wife and the security of a vested entitlement rather than the transfer of a particular quantum of wealth, then a high or fixed minimum is not needed to satisfy the purpose, and a modest mahar discharges the objective as fully as a large one. The *maqasid* reading therefore converges on the same restraint the comparative analysis reached by a different route, and it shows that the framework, applied as Auda applies it, yields a conclusion that a purely rule-deductive reading would not have produced on its own. This moves the study of *fiqh munakahat* beyond a normative-deductive register and connects it to the purposive reasoning that contemporary scholarship has made central.

In the Indonesian setting specifically, the analysis converges with Rofiq's (2021) account of the Compilation as a space for local *ijtihad* attuned to the character of the Indonesian Muslim community, and with the ethnographic finding of Avita et al. (2022) that the practice of mahar across the archipelago is genuinely various, ranging from money and jewelry to land and sets of devotional implements, while remaining within the bounds of the law (Haif et al., 2025; Iskandar, 2022; Sanawiah & Rismanto, 2021). The deliberative determination of mahar between the prospective spouses and their families enacts a local wisdom that is consonant with the *shari'ah* rather than opposed to it. The diversity of regional practice, far from threatening the doctrine, demonstrates its capacity to accommodate plural settings without losing its protective core.

The gendered dimension of the institution warrants explicit attention, since it is here that the stakes of the misperception are highest. Properly understood, the mahar is a mechanism that vests property and standing in the wife at the threshold of the marriage, an entitlement she holds in her own right and disposes of as she chooses. When the gift is reread as a price paid to her family, this protective logic is inverted: the woman is recast as the object of the transaction rather than its beneficiary, and the very device meant to secure her position is turned against it. Recovering the doctrinal

meaning of mahar is therefore not a matter of antiquarian fidelity but of preserving a concrete protection for women that the tradition deliberately built into the law (Engineer, 2008; Ishaq Zai & Sadat, 2023). Feminist scholarship within the Islamic legal tradition sharpens this reading. Wadud's (1999) re-reading of the Qur'an from within the text and Mir-Hosseini's (2000) study of how women actually navigate Islamic family law both insist that the protective potential of the rules is realised only when women can exercise the rights the doctrine assigns them. That qualification matters here, because formal entitlement and lived control are not the same thing. Research on Indonesian women's legal position documents that family pressure, economic dependence, and limited legal literacy frequently prevent wives from controlling, or even claiming, their mahar (Blackburn, 2004). An account that stops at the formal vesting of the entitlement, without registering this gap between right and reality, would overstate how far the institution presently protects women. The point connects the doctrinal analysis to the purposes the maqasid framework makes central, since the protection of the person and her property is among the ends the law exists to serve, and that protection remains incomplete until the right is exercisable in fact.

The role of educational and religious institutions deserves emphasis as the practical hinge on which any correction turns. In the Indonesian context, the pesantren, the Offices of Religious Affairs, and the wider network of religious authority are the channels through which the public's understanding of mahar is actually formed. These institutions are well placed to restore the relational meaning of the gift, not by issuing prohibitions but by teaching the doctrine in its fullness, including the Prophetic preference for ease and the consistent classical refusal to treat a large mahar as an ideal. An education that reconnects the practice to its textual and doctrinal roots addresses the misperception at its source, in the meanings people bring to the institution, rather than merely at the level of the rule (Ishaq Zai & Sadat, 2023). This is the form of intervention most consonant with a pluralist setting, since it works through the community's own institutions of meaning rather than against them.

Read as a whole, the discussion establishes that the provisions on mahar in Islamic family law are not merely formal rules but instruments that carry the values of justice, respect, and benefit. The institution binds a definite obligation to a flexible measure, the classical tradition to the modern code, and the legal norm to the social field in which it operates. The contribution of the present study is to hold these dimensions together in a single account, and thereby to show both why the misperception of mahar persists and where, within the architecture of doctrine and code, the resources for correcting it are to be found.

Conclusion

This study set out to analyse the mediating work of the Compilation of Islamic Law between classical fiqh and lived Indonesian practice, and it pursued the three objectives set out in the introduction. On the first, the establishment of the doctrinal foundation, the analysis found that the obligation to confer mahar rests on definite Qur'anic and Prophetic authority while the form, amount, and timing remain open, so that the schools converge on substance even as they differ on technical classification. On the second, the reception of those positions in the code, the analysis found that the KHI

reflects the schools' refusal to fix a high or mandatory minimum, departs from the strong Maliki classification, and renders a shared principle of simplicity and consent as an administrable rule while preserving the fair equivalent as a safeguard. On the third, the implication for contemporary practice, the analysis found that the reading of mahar as a price has no warrant in either the classical doctrine or the code, and that the resources for correcting it lie within the very architecture of doctrine and codification. Within the doctrinal and normative sources examined, then, the evidence supports treating mahar as a marker of esteem and a vested right of the wife rather than a transactional price.

The comparative analysis shows that the four schools, though they differ on the technical status of mahar and on the existence of a minimum amount, converge on the substance: the gift may be modest, no school requires a large amount, and the doctrine as a whole points toward restraint rather than escalation. The Compilation of Islamic Law builds on this shared ground, enacting the principles of simplicity and mutual agreement as administrable positive law while leaving room for the local *ijtihad* through which Indonesian communities adapt the practice to their circumstances. In this mediating role the code answers the gap that earlier scholarship left open, translating a flexible classical entitlement into a rule that courts can apply and litigants can trust.

Situated within the field of plural family law, the institution of mahar is shown to operate across overlapping normative orders in which doctrine, code, and custom each press their claims. This pluralist setting explains both the persistence of the misperception that treats mahar as a price and the difficulty of correcting it by doctrinal argument alone, since the social field can reward a display that the rule discourages. The contribution of the study is to integrate the textual, doctrinal, codified, and social dimensions of mahar into a single purposive account, and to locate within that account the resources for restoring the institution to its protective and relational purpose.

Several avenues for further work follow, and they can be made concrete. Systematic analysis of mahar disputes in the records of the Religious Courts, including how judges in practice calculate the fair equivalent and whether wives retain control of what is awarded, would test the protective claims advanced here against the enforcement gap the discussion identified. Focused comparison with a named jurisdiction, such as Malaysia under the Islamic Family Law (Federal Territories) Act 1984, would situate the Indonesian experience within the wider Muslim world and clarify which regulatory techniques travel and which do not. Sustained engagement with feminist Islamic legal scholarship would deepen the analysis of the distance between the formal entitlement and women's actual control over it. Pursued together, these inquiries would carry forward the integrative reading proposed here and contribute to the development of Islamic family law within the plural settings in which it actually lives.

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