131069 - Does Mahr Have to Be Given Straight Away?

the question

I heard that it is not permissible to give half of the mahr at the time of marriage and the other half when the wife asks for it or at the time of divorce. It is called the delayed dowry and the immediate dowry. In my country, the mahr is always given in this manner. Is this way permissible or must it all be given in one go at the time of marriage?

Summary of answer

It is permissible for the mahr to be given immediately or delayed, or some of it may be given immediately and some of it may be delayed, according to whatever is agreed upon by the spouses.

Detailed answer

Praise be to Allah.

It is permissible for the mahr to be given immediately or delayed, or some of it may be given immediately and some of it may be delayed, according to whatever is agreed upon by the spouses. There is nothing wrong with that.

Ibn Qudamah (may Allah have mercy on him) said:

“It is permissible for the dowry to be given immediately, or delayed, or some of it may be given immediately and some of it may be delayed, because it is paid in return for something, thus is permissible in this case, like paying a price.” (Al-Mughni, 7/169)

People have acted on this basis for many centuries.

Shaykh Al-Islam Ibn Taymiyah (may Allah have mercy on him) said:

“The Companions did not write down dowries because they did not get married on the basis of a delayed dowry; rather they paid the mahr immediately, and even if they delayed it, the amount was known. When people began to get married on the basis of a delayed dowry, and a long time would pass and it would be forgotten, they began to write down the delayed portion and that became evidence to prove the dowry and that she was his wife.” (Majmu` Al-Fatawa, 32/131)

Shaykh Ibn Baz (may Allah have mercy on him) was asked:

Is it essential to take possession of the dowry when it is named or at the time of the marriage contract , or is it sufficient just to name it? Is it permissible to delay it until sometime after marriage?

He replied:

“This issue depends on what is agreed between the two spouses, or between the husband and the woman's guardian. If they agree on something, there is nothing wrong with it, whether it is immediate payment or delayed. The entire matter is broad in scope, praise be to Allah, because the Prophet (blessings and peace of Allah be upon him) said: “The Muslims are bound by their conditions” and “The most deserving of conditions to be fulfilled are those by means of which intimacy becomes permissible to you.”

If they agree that the mahr is to be paid immediately or later, or some of it is to be paid immediately and some of it is to be paid later, there is nothing wrong with any of that. But the Sunnah is to specify the dowry at the time of the marriage contract , because Allah says (interpretation of the meaning): “…All others are lawful, provided you seek (them in marriage) with Mahr (bridal-money given by the husband to his wife at the time of marriage) from your property, desiring chastity…” [An-Nisa’ 4:24]. So something should be named for the mahr. If something specific is named, that is good; if it is said “For a dowry to be paid later on,” and it is known to both parties, there is nothing wrong with it; or if half of it is to be paid later on, or one-third, or one-quarter, and what is to be paid immediately and what is to be paid later is specified, there is nothing wrong with it. The matter is broad in scope, praise be to Allah.” (Majmu` Fatawa

Ibn Baz, 21/89-90)

Shaykh Muhammad ibn `Uthaymin (may Allah have mercy on him) was asked:

Is it valid to delay the woman's dowry? Is it a debt owed by the husband that he is obliged to pay?

He replied:

"The delayed dowry is permissible and there is nothing wrong with it. If a man stipulates that the dowry or part of it is to be delayed, there is nothing wrong with that. But it is permissible if he stipulates a specific time period, and it becomes due at that time. If the time is not specified, then it becomes due in the event of divorce, annulment or death; so it is a debt owed by the husband which may be demanded from him after that time period ends whilst he is still alive, or after death, as in the case of all debts." (Majmu` Fatawa wa Rasa'il Ibn `Uthaymin, 13/1368)

And Allah knows best.