

## Abandoning the sermon and its effects in Islamic jurisprudence and the Iraqi Personal Status Law

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### Summary

The basis in the marital relationship is contentment and good choice, because this relationship is not an emergency or a temporary friendship, but rather a permanent relationship and a continuous partnership to carry out the burdens of material and spiritual life, and it is the basis for the formation of the family, which is the nucleus of society, which is reformed with its righteousness and corrupted by its corruption, as it is a path to achieving happiness. Or misfortune for spouses, children and society, which is the way to reproduce and preserve the human race from extinction, Therefore, both men and women should be patient and make a good choice of those who guarantee them happiness in this world and the hereafter, because marriage is a great matter and not an easy matter, so its preludes and foundations must be at this level, so the subject of engagement is taken at the highest level seriously, and since it is not a necessary contract. Is it permissible for the two betrothed to abandon the engagement, and if the abandonment takes place, does this have a legitimate and legal effect on the one who abandons his wife and leaves the subject of the engagement or not? Especially since it has emerged from the jurists of Sharia and law who demand compensation for the moral damage caused by the one who abandons the engagement to the other party.

**Keywords:** abandoning the sermon, and its effects, in Islamic jurisprudence, and the law, Iraqi personal status.

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### Introduction

Praise be to God, Lord of the Worlds, and prayers and peace be upon our master Muhammad and his pure family and his good companions. The family that begins with the marriage of a man with a woman is legal for him, is the nucleus of society and its foundation. It is complete between the spouses, based on affection and mercy as commanded by God Almighty, so the sermon was prescribed, which is a period of time that should not be long, for deliberation,

consideration, consultation and investigation by the suitor and the fiancée alike from each other, because marriage is a great matter and not an easy matter, so its preludes should be And he established it at this level, so he takes the subject of the engagement seriously, and since it is not a binding contract, is it right to abandon the engagement by the two betrothed, and if it is reversed, does this have a legitimate and legal effect on the one who abandons its owner and leaves the subject of the engagement or not?

Especially since it has emerged from Sharia and law jurists who demand compensation for the moral damage caused by the one who abandons the sermon to the other party, and this research was divided into two sections, the first devoted to the nature of the sermon and the second to the effects of abandoning the sermon, then the summary is a list of sources, and God is the guardian of success.

### **The first : What is the sermon?**

Because the family is the nucleus of society that is reformed with its righteousness and corrupted by its corruption, the wise legislator has given it care by legislating in detail in the minute matters that pertain to the family and the person, from before his birth until after his death until the estate is liquidated. Mandulation and permissibility, some of which are in the face of hatred or prohibition, starting with the good choice of the husband and what is related to marriage and its effects, divorce, expenses, waiting period, lineage, and many other matters that pertain to the family. As follows:

### **The first requirement: the definition of the sermon**

Before mentioning each scientific term, it is necessary to know its linguistic meaning, so the linguistic meaning of each of the utterance of the sermon and the word “adoul” will be presented in the first section, then the idiomatic meaning in the second section as follows:

### **Section one: The sermon Language:**

The sermon is the matter in which the discourse takes place, the matter and the situation, the woman’s betrothal is betrothed to her, the sermon and the sermon, the sermon who proposes to the woman, and the people betrothed so-and-so if they invite him to marry their companion, and the woman is his fiancée, and he is her fiancé<sup>1</sup>.

And the sermon of the woman in marriage is a sermon with the breaking of the kh, he is engaged in the joining of the ta’, and he is engaged, and the sermon becomes a fiancé<sup>1</sup>. The same applies to the marriage mediator, the matchmaker, or the marriage mediator.

To deviate from language: to deviate from something, justly and equitably: sharp, and from the road: underway, and equitably revert to it: return <sup>2</sup>.

Modify the road: ongoing. And turn away from him likewise. And the stallion is disqualified from the camels, if he leaves the strike (3).

Literally speaking:

Several brief definitions of the sermon were mentioned that are almost identical in their words and meanings, including:

The Hanafis knew her: the request for marriage <sup>4</sup>.

The Malikis defined it: Seeking Marriage <sup>5</sup>. It is noted here that there is no difference between the two definitions

And the Shafi’is defined it: the suitor’s request for marriage from the fiancée’s side.

And the Hanbalis defined it: it is the request for marriage, and the sermon of a cell is dissolved from the marriage and

the waiting period, explicitly and explicitly 7 .

And the Imami Shiites defined it as: the suitor: the preacher, the woman who seeks marriage 8.

As you know: The betrothal of women is the request to marry her from herself and her guardian, or the suitor's request for marriage on the part of the fiancée.

He deceived. Engagement: betrothal, a request to marry a woman, called her or her guardian. This definition is the clearest, because it shows that the fiancée must be unoccupied by a right to others and is not an iddat with no other impediment to marriage.

idiomatically: it does not have an idiomatic definition, and its meaning is not correct unless it is added to something else, such as when we say "a relinquishment of sale or travel," for example. We note that the idiomatic definition is the same as the linguistic definition. Leave it 10.

Based on this, the definition of abandoning the betrothal is idiomatic: It is the abandonment of one or both of the suitors of the marriage project after consent has been obtained. The abandonment is either by the two suitors or by one of them after the consent has taken place before abandoning the engagement.

As for the Iraqi legislator, he did not define the engagement explicitly, but rather mentioned its description in Paragraph (3) of Article Three of the amended Iraqi Personal Status Law No. (188) for the year 1959, where this article stipulated (the promise of

marriage, the recitation of Al-Fatihah, and the engagement is not considered a contract), and this means that it is permissible to withdraw from The sermon for both the fiancé and the fiancée.

### **The second requirement: the wisdom and legitimacy of the sermon**

It is necessarily known that every legal ruling has wisdom, reason and interest that the human mind may or may not realize. 11

Because the extension and sustainability of all living organisms based on the basis of marital, he says (Glory, who created all the couples which the earth grows and from themselves and thus do not know) 12 and the Almighty said (and all created a couple you may recall) 13 and here is certain human beings that marriage is God Almighty in The universe, he created it in the individual beings, and the division of each type

From creatures into two parts, male and female, and God Almighty deposited each section with half of the components of this being so that this type of creatures cannot be formed unless it meets the other section and without it the offspring of all beings will be cut off and because society is built from the sum of the foundations

, And the reasons for Salah family the right to marry based on the pillars and conditions, as stated in the Holy Quran (and that He created for you mates from among yourselves to find repose in them and put between you affection and mercy in this are Signs for those who reflect) 14, Hence the importance of

persistence and patience is the wisdom of engagement To which we have allocated the first section in this requirement, while leaving the second for its legitimacy and as follows:

#### **Section one: The wisdom of the sermon**

Marriage is based on the love, mercy and intimacy that exists between the spouses, and God Almighty called it in his wise book the heavy covenant, due to its high status and its danger. That you may know one another. Indeed, the most honorable of you in the sight of God is the most pious of you. Indeed, God is All-Knowing, All-Aware.” (15) The family is the marriage bond that is accompanied by offspring. To prevent the human race from extinction, and it is the door to communication and the cause of intimacy and love, and aid in chastity and virtue, through which the two sexes are protected from all kinds of psychological disorder and sexual perversion, and from here it was definitely recommended 16

On this basis, it is imperative that the dangerous contract be preceded by introductions through which the spouses try to prepare the ground for building a strong family, and these premises are represented in the engagement, a stage in which the two suitors get to know each other closely, and through which both the man and the woman become acquainted with the specifics of the other, in terms of tendencies and tendencies. And the natures and traditions of each of the suitors, even the aesthetic aspect, so Islam permits

consideration of legitimate limits and restrictions consistent with its values and foundations in the relationship between a man and a woman.

It builds up between you (17), i.e. harmony is established between you, and then each one of them prepares, after investigation and consultation, to receive married life, which, if it is built on these legal foundations, will be successful, God Almighty.

#### **The ruling on the sermon and the evidence for its legitimacy:**

The jurists differed in the ruling on the engagement, so one group went to say that it is desirable, which is the opinion of Al-Ghazali that was transmitted by the owner of Mughni Al-Muhtaj<sup>18</sup>, and another group went to say that the engagement takes the ruling on marriage, because it is a means for him and the means take the rule of its purposes <sup>19</sup>, and he responded to this opinion that marriage did not depend on the engagement Always, because without it this often happens regarding the original sermon ruling.

#### **As for other resources, they have several rulings as follows:**

**First:** The betrothal is either explicitly or by means of intercourse, and it is permissible for every woman who is free of marriage, and who is not in the waiting period, as well as free of impediments to marriage, and it is possible to answer and respond to the engagement explicitly and explicitly<sup>20</sup>. Three divorced women, it is not permissible for the divorced woman to propose to her after the end of her

waiting period until she marries another husband and takes the waiting period from him, even if a man has four wives, which is forbidden for him to betrothed to a fifth.

**Second:** The engagement is a statement that is not permissible for the woman in the waiting period in death or an irrevocable or revocable divorce 21, and it is not permissible in a revocable divorce. To encourage her not to return to her married life, even if her husband knows that someone has been exposed to her or authorized her to marry her during the waiting period, then that prevents him from going back to her. 22 And it is permissible to subject the divorced woman to an irrevocable divorce, because of the Almighty's words:

And the exposition is taken from the exposition of the thing, which is its side, because it shows some of what he wants, and the exposition is the speech in a way that is possible other than marriage, such as saying: "Lord desires you, or is eager for your proximity, or that you are generous to me, or you do not remain without a husband and the like." 23 It can only make sense of the sermon. Example: I want to marry you, I want you to be my wife, and other explicit expressions of marriage.

**Third:** The sermon on the sermon for the fuqaha' contains several opinions:

According to the Imamis, the sermon over the sermon is makrooh and not forbidden, as it was mentioned in the book al-Ta'qih:

According to the Zaydis, the engagement is forbidden to the Muslim after mutual

consent, and this is in the sense that a Muslim proposes to a woman and mutual consent occurs between them, so it is not permissible for anyone else to propose to her and desire her in what he desires in the same way.

Because the Messenger of God, may God's prayers and peace be upon him and his family, said: "A man does not sell in exchange for his brother's sale, and does not give a speech in exchange for his brother's betrothal, unless he gives him permission." 25

According to the Malikis, it is forbidden to engage in a sermon over a sermon, but if the first suitor is an immoral person, then the sermon of the second is permissible.

According to the Shafi'is, the engagement is prohibited over the engagement if he declares the first suitor to agree, but if the first suitor allows the second suitor for it and gives him permission, there is nothing wrong with it, when Ibn Omar, may God be pleased with him, narrated that the Messenger of God, peace and blessings be upon him and his family, forbade a man to betrothed to his brother, until he left The first fiancé, or he authorizes him to be engaged) and if he did not give him permission to answer and did not present it to him, he did not forbid someone else to betroth her 26.

According to the Hanbalis, the sermon is also forbidden over the sermon if the first one has been answered and the second one knows about it, either if the first is left or permission is given to the second, so it is permissible.

**Evidence for the legitimacy of the sermon:**

From the Holy Qur'an: The Almighty says: "And there is no blame on you for what you proposed to women with, or if you were among yourselves." 28

Evidence: The verse indicates the permissibility of the sermon of the woman who is observing the death of an iddah, and it is forbidden for her to declare the sermon.

From the Sunnah of the Prophet, the Messenger of God, peace and blessings be upon him and his family, said: "A man does not sell in exchange for his brother's sale, and he does not give a sermon in exchange for his brother's engagement, unless he gives him permission." 29

Significance: If the engagement was not legitimate, he would not have permitted it to the first suitor.

**The ruling on abandoning the engagement:** Since the betrothal is a promise of marriage that does not rise to the contract, as stated by Sharia scholars and as stipulated by the Iraqi legislator in paragraph (3) of the personal status law in force, so the scholars permitted retracting it and inferred the words of the Messenger of God, peace and blessings of God be upon him and his family (It is not permissible for a believer to buy in exchange for his brother's sale, and he does not propose to his brother's engagement until he makes a vow) 30 The reason for inference is his saying, peace be upon him, (until he makes a vow, and in another wording, until he gives permission). The hadith in this

case indicates the permissibility of abandoning the engagement. It was makrooh for the Prophet, may God's prayers and peace be upon him and his family, and his saying until he forsakes (leaves) conclusive evidence of the permissibility of abandonment and it is in two ways: either leaving or giving permission to others, as it indicates that the first fiancé forfeits his right to leave or permission, which is to abandon the engagement. And since it is permissible for the husband to divorce after the contract with the consequences of that, it is a fortiori that it is permissible to abandon the engagement before the contract.

**The second : the effects of abandoning the sermon**

The majority of jurists are of the view that the engagement is not a binding contract, but rather it is a prelude and a prelude to the marriage contract, for consultation, questioning and investigation by the fiancé and the fiancée from each other. ,

Whatever the reason for the return, even though the return without a reason or for a trivial reason is religiously reprehensible, but this behavior may result in material or moral harm to one or both parties, so this topic is divided into two demands, the first is devoted to material effects, and the second to moral effects as follows:

**The first requirement: physical effects:**



Often both the fiancé and the fiancée try to lure the other party, woo him, and show his love for him, by all available means, including accelerating the dowry and exchanging gifts or presenting them by the suitor. Engagement The quarrel and dispute begins between them and each of them tries to recover what was given to the other party, and what is done is either a dowry or gifts, and the rule of dowry will be presented in the first section and the second section will be devoted to the rule of gifts as follows:

**Section one: The ruling on the dowry**

If the engagement has already been rescinded, the fiancée must return the dowry and everything counts on it, whether the abandonment is from her or from the fiancé. One of the effects of marriage, and since there is no contract or marriage, the woman's right to the dowry is forfeited, and this is by the consensus of the jurists 31, (And if they separated before consummation by something other than divorce, she is not entitled to anything, neither dowry nor mut'ah, and likewise if one of them dies before him, but if he consummated it, she is entitled to a reason.

Consent is a dowry like hers) 32, and this is the opinion of the Iraqi legislator as well, as paragraph (2) of Article 19 of the amended Personal Status Law stipulates: So it is possible to recover what was delivered in kind and if it was consumed instead) And if the fiancé and his fiancée disagree about what he gave her whether it is a dowry or is it a gift, then the saying is the statement of the motive with his oath, if the offer is of the

same type as the dowry, because the apparent belief is that the husband seeks to drop what is obligatory on him and he is The dowry, if it is What is paid without the gender of the dowry, such as food and drink, then this is considered a gift because it is contrary to the apparent meaning.

**The second section: the ruling on gifts**

The fuqaha' differed regarding the ruling on gifts, according to three schools of thought, as follows:

The first doctrine, which is the view of the Imami and Hanafi Shiites, and their opinion that gifts are governed by the rule of the gift, and the donor has the right to return to the gift with no objection to recourse to the gift 33.

And the gift is: owning an eye without being compensated for it 34.

It was stated in the Minhaj al-Salihin (If the gift takes place and is valid for taking possession, it is not obligatory, and the donor has the right to recourse to it, except in some cases: that the donor has a kinship relationship, and it is based on customary honesty. in what he gives to the other) 35, and the impediments to retracting the gift 36 are:

- 1- If the gifted person receives a continuous positive increase to increase his value.
- 2- If the donor or the donor dies.
- 3- If the donated person disposes of the donated in a manner that eliminates ownership.
- 4- If the gift is from the womb of Muharram.
- 5- If the donated property perishes at the hands of the donated, whether the

destruction was caused by his action or by a foreign reason or because of use.

The second doctrine is that of the Malikis, where they went into detail. They said that if the return is from the fiancée, the gifts must be returned, but if the return is from the suitor, the gifts are not returned 37.

The third doctrine is what the Hanbalis held, which is not to return gifts, as the owner of the singer mentioned what he stipulated (and it is not permissible for a donor to return his gift, nor for a cradle to return in his gift even if he does not bounce for it), meaning even if he does not compensate for it. . . . So there was agreement that what a person gave to the relatives of the forbidden, other than his son, is irrevocable, as well as what the husband gave to his wife, and there is disagreement with the exception of these, in which we have only the father (38), meaning that the father returns his gift to his son. As for the Shafi'i opinion, it agrees with the opinion of the Imamis and the Hanafis regarding the obligation to return gifts, whether they were from the suitor or the fiancée, because the gift was given for the purpose of marriage, and the marriage was not consummated, so the gifts should be returned.

The opinion of the Iraqi legislator: He took the opinion of the owners of the first doctrine, as Article (19 / third paragraph) states that "gifts are subject to the provisions of the gift." The judge referred to the general rules of the Iraqi Civil Code, of which Article 612 states that "gifts and gifts that are presented in the sermon." From one of the betrothed

to the other or from a stranger to one or both of them, the donor must return it to the donor if the engagement is annulled and the donor asks for restitution as long as the gifted person is standing and it is possible to return it in person) This means that the gifted must return it if the donor is present either if he perishes due to a foreign cause or by the action of the donor, then it is not The donor has the right to demand a response.

#### **The second requirement: moral effects:**

Although the wise legislator permits divorce, it is most hated by God Almighty, but it has been legislated as a safety valve for the family whose life must be calm, secure and stable, to ensure the birth of offspring that will preserve offspring and be purposeful in the society in which the family is one of its daughters, and this will not be achieved unless understanding prevails. And affection between spouses, and if discord prevails between them and their relationship worsens so that the marital bond between them cannot continue, they resort to divorce, which is a destruction of the family.

As for the sermon, which is a stage of investigation, consultation, preparation and readiness to choose a life partner, who must be characterized by qualities that achieve the lofty purpose of marriage, which is the establishment of a happy family based on affection, mercy and understanding among all its components, it is a fortiori that the wise legislator permits abandoning it when he sees one of the suitors Or both, that they



cannot harmonize and build a successful family, and this is what the noble Sharia stipulated on the tongue of our Noble Prophet, may God's prayers and peace be upon him and his family, where he said: (A man does not sell in exchange for his brother's sale, and does not give a sermon for his brother's engagement, unless he gives him permission) 39 and in another narration. Only to authorize or leave. Meaning that the first suitor permits or leaves the engagement to reverse it (The Prophet, peace and blessings be upon him, forbade some of you to sell over the other, and a man does not propose to his brother until he leaves the suitor before him or authorizes him)40.

The connotation is his saying, may God's prayers and peace be upon him and his family, (to authorize or leave) indicating that the suitor may refrain from the engagement, otherwise the Messenger of God, may God's prayers and peace be upon him and his family, would not have mentioned that, if this act is forbidden.

Relinquishment may be in the interest of both parties, but this does not negate that it leaves an impact on the psyche of the abandoned preacher, because relinquishment is not always because of them. Moral damage to them. Can this harm be compensated with financial compensation?

Definition of moral harm according to contemporaries: (What befalls a person in his feelings, emotions or dignity, that is, it is pain and grief that befalls a person 41. Another definition of it is: the

harm that affects a person not in relation to one of his financial rights, but in his feelings and emotions or his honor, honor or dignity Or his reputation and social position42

And it came in the Kuwaiti Fiqh Encyclopedia: "We did not find any of the jurists who spoke about this – moral or moral damage – but it is an accidental expression, and we did not find in the fiqh books that any of the jurists spoke about financial compensation in any of the moral damages. 43 This does not mean that the Muslim jurists did not. They know the moral harm, but rather they talked about it and put for it the provisions that suit it, such as slander, which is moral harm, and pain, which is moral harm.

Contemporary jurists have differed regarding the ruling on financial compensation for moral damage, according to two views:

**First:** the inadmissibility of financial compensation in return for moral damage, which is the view of the majority of contemporary jurists, and a decision of the Islamic Fiqh Council No. 109 (3/12) was issued regarding the subject of the penal condition preventing compensation for moral damage. Fifth: The harm that may be compensated includes financial damage. Actual and does not include moral or moral damage 44 .

**Second:** view is that financial compensation is permissible for moral damage, and it is the view of some contemporary jurists.

Evidence for the owners of the first saying:

1- Compensation with money is the substitution of money for money that takes its place and blocks it to force the shortfall that occurs, and this is not available in moral damage.

2- Defamation and usurpation are moral damages, and there is no compensation for them in Sharia. Rather, punishment or punishment is required

3- Compensation for moral damage is considered as a matter of taking financial compensation for the offer, and this is not permissible, so the projectile has no right to reconcile with the slanderer over money.

It is refuted on these evidences that if it is not possible to match, then it is referred to estimation and approximation with money and there is absolutely no objection to that, just as the Shari'a did not prescribe punishment in it, but left the matter to the judge to be punished with what is best for society, and the most suitable may be financial compensation and there is no evidence to prevent that.

#### **The evidence for the second opinion:**

1- Measuring the intangible harms over the intangible benefits with a comprehensive view that each of them is an offer that has no end. He replied that moral benefits are related to apparent material matters that benefit a person, such as the rent of a house or a car. As for moral harm, it is related to what a person feels internally of harm, and this cannot be measured.

2- The obligation in the case of moral harm is punitiveness, and one of its types is monetary sanction, which is legally recognized.

3- The engagement may last for years, which may miss another fiancé or a better chance of marriage for the fiancée.

4- Abandoning the engagement may expose the suitors to spreading rumors and fabricating stories about the reasons for abandoning the sermon, causing great moral damage that may lead to material damage by affecting his reputation.

#### **The most correct opinion**

Since the betrothal is not a binding contract, rather it is just a promise of marriage, and because of the evidence of those who hold the first opinion, and because the previous jurists did not leave anything except to search for it, and repeated abandoning the engagement in every place and time, and no one asked for material compensation, just as the general jurisprudence rule says (Shari'a Permissibility If the wise legislator allows the suitors to abandon the engagement, then no guarantee is required for them, so it seems that the opinion of the adherents of the first school is the most correct, and God knows best.

#### **Conclusion**

Abandoning the engagement is not a new thing, rather it happens in every place and time, and indeed it is not free from material and moral harm, especially on the fiancée if the abandonment is from the suitor, but the wise legislator permitted it if it seemed

to one of the suitors or both of them something that necessitates abandoning the engagement, because consent is part of the engagement. The pillars of a successful marriage, and through the presentation of the topic, a number of results were noted, the most important of which are:

- 1- The betrothal is the suitor's request to marry the fiancée, who is legal for him.
- 2- The termination of the engagement is the abandonment of one or both of the suitors of the marriage plan after consent has been obtained.
- 3- The engagement is a stage in which the two suitors get to know each other closely, during which both the man and the woman learn the peculiarities of the other, in terms of tendencies, trends, natures and traditions of each of the suitors, even the aesthetic aspect.
- 4- Its ruling is a waiver, and it is a statement for every woman free of impediments to marriage, and it is exposing, to the iddah of death, and it is not permissible for the iddah from a revocable divorce, perhaps her husband will review her, and the betrothal on the betrothal ruling is makrooh.
- 5- Its legitimacy is inferred from the Qur'an and the honorable Sunnah of the Prophet, where the Most High said: "And there is no blame on you for what you proposed to women, or whether you were a man to sell, nor is the Prophet's saying to you and his family." 47 to his brother's sermon, unless he permits him).
- 6- The scholars have permitted retraction from it, and they cited the saying of the Messenger of God, may God's prayers

and peace be upon him and his family: (It is not permissible for a believer to buy in exchange for his brother's sale, and he does not make a betrothal for his brother's engagement until he makes a vow) 48, but if the reversal is due to the engagement of a second man, this act is considered reprehensible according to Sharia.

7- There are material and moral effects caused by abandoning the engagement, so the dowry must be returned if it is self-perpetuating, and its reward or value must be returned. As for the moral effects, compensation is not required, because the legal permissibility contradicts the guarantee, and our last claim is that praise be to God, Lord of the Worlds.

#### **Margins**

- 1- Muhammad bin Makram bin Ali bin Manzur, Lisan Al Arab, Dar Al-Hadith Cairo, 2003 AD, Volume Three, pg. 136.
- 2- Mukhtar Al-Sahah, Muhammad bin Abi Bakr Al-Razi, Dar Al-Resala, Kuwait, p. 180.
- 3- Lisan al-Arab - a previous source, vol. 11, p. 434.
- 4- Al-Gawhari, Al-Sahah, Ahmed Abdel Ghafour Al-Attar, 4th edition, 1987 AD, Dar Al-Ilm for Millions - Beirut - Lebanon, vol. 5, p. 1761.
- 5- Ibn Abidin, a footnote to Rad al-Muhtar, 1995 AD, Dar Al-Fikr for printing, publishing and distribution - Beirut - Lebanon  
, c 3, p. 8.
- 6- Abu Al-Barakat, Al-Sharh Al-Kabeer, free from the year and place of publication, House of Revival of Arabic

Books - Issa Al-Babi Al-Halabi and Co., Volume 2, p. 216.

7- Muhammad bin Ahmed al-Sherbiny, Mughni al-Muhtaj, 1958 AD, House of Revival of Arab Heritage - Beirut - Lebanon, vol. 3, p. 135.

8- Shams al-Din Muhammad ibn Abi al-Abbas Ahmad ibn Hamza, the famous Shafi'i al-Saghir, The End of the Needy to Explain the Curriculum, 2nd Edition, 1413 AH, House of Revival of Arab Heritage - Arab History Foundation - Beirut, vol. 6, p. 205.

9- Dr. Ahmed Fathallah, Lexicon of Jaafari Jurisprudence, 1st edition, 1995 AD, Al-Madukhal Press - Dammam, p. 174. and Saadi Abu Habib, Fiqh Dictionary, p. 118.

10- Mahmoud Abdel-Rahman Abdel-Moneim, A Dictionary of Jurisprudential Terms and Words, free from the year and place of publication, Dar Al-Fadilah, Volume 2, pg. 39.

11- Muhammad Qalaji, Dictionary of the Language of the Jurists, 2nd Edition, 1988 AD, Dar Al-Nafae for Printing, Publishing and Distribution - Beirut - Lebanon, p. 307.

12- Women (21)

13- Yassin (36)

14- Al-Dhariyat (49)

15- Al-Rum (21)

16- The rooms (13)

17- Markaz al-Risala, Family Etiquette in Islam, 1, 1420 AH, Message Center - Qom - Iran, p. 12.

18- Al-Tirmidhi, Sunan al-Tirmidhi, Edited and Corrected by: Abd al-Rahman Muhammad Othman, 2nd Edition, 1983, Dar al-Fikr for Printing,

Publishing and Distribution - Beirut - Lebanon, vol. 2, p. 275.

19- Muhammad ibn Ahmad al-Sherbiny, Mughni al-Muhtaj, 1958 AD, House of Revival of Arab Heritage - Beirut - Lebanon, vol. 3, p. 135.)

20- Shams al-Din Muhammad ibn Abi al-Abbas Ahmad ibn Hamza, the famous Shafi'i al-Saghir, The End of the Needy Explanation of the Curriculum, 2nd Edition, 1413 AH, Arab Heritage Revival House - Arab History Foundation - Beirut, vol. 6, p. 202.

21- Al-Nawawi, Al-Majmoo', free from the year and place of publication, Dar Al-Fikr for printing, publishing and distribution, vol. 16, p. 138.

22- Mughni al-Muhtaj, previous source, vol.3, p. 135.

23- Al-Baqarah (235)

24- Al-Miqdad Al-Siuri, the wonderful revision of Mukhtasar Al-Shari', 1, 1404 A.H., Grand Ayatollah Marashi Najafi's Holy Public Library, Qom, vol. 3, p. 113.

25 - Miqdad Al-Siuri, previous source, vol. 3, p. 113.

26- Iyad bin Musa bin Iyadh, Explanation of Sahih Muslim called "The Completeness of the Teacher with the Benefits of Muslim", investigated by Dr. Yahya Ismail, 2nd Edition, 2004 - Part 4, p. 555.

27- Al-Kitab Al-Raa'ini, Talents of the Galilee, 1st Edition, 1995, recorded and extracted, its verses and hadiths: Sheikh Zakaria Omairat

Dar al-Kutub al-Ilmiyya - Beirut - Lebanon, vol. 5, p. 30.

- 28- Muhyi al-Din Yahya bin Sharaf al-Nawawi, al-Majmoo' Sharh al-Muhadhab, free from the year of publication, Dar al-Fikr for printing, publishing and distribution, p. 16, pg. 260.
- 29- Nihayat al-Muhtaaj, previous source, vol 6, p. 203.
- 30- Al-Baqarah (235)
- 31- Iyad bin Musa bin Iyadh, Explanation of Sahih Muslim called Complete the Teacher with the Benefits of Muslim, investigated by Dr. Yahya Ismail, 2nd Edition, 2004 - Part 4, p. 555.
- 32- Sahih Muslim, the previous source, vol. 4, p. 558.
- 33- Ibn Abdeen, footnote to Rad al-Muhtar, previous source, vol. 4, p. 304, al-Hattab al-Ra'ini, Mawahib al-Jalil, vol. 5, p. 32, Muhammad ibn Ahmad al-Sherbiny, Mughni al-Muhtaaj, vol. 3, p. 234, Ibn Qudamah al-Mughni, vol. 7, p. 416.
- 34 - Al-Sayyid Ali Al-Sistani, Minhaj Al-Salihin, 1, 1416 A.H., Volume 3, p. 90.
- 35- Abu Bakr Al-Kasani Badaa' Al-Sana'i, 1st Edition, 1989, Al-Habibiya Library - Pakistan, Vol. 6, p. 115
- 36- Sayyid Ali al-Sistani, Minhaj al-Salihin, previous source, vol. 2, p. 352.
- 37- Muhammad Saeed Al-Hakim, Minhaj Al-Salihin, 1st Edition, 1996 AD, Dar Al-Safwa, Beirut - Lebanon, Volume 2, 275.
- 38- Al-Wajeez in Explanation of the Ethnic Personal Status Law No. 188 of 1959 and its amendments, p. 23.
- 39- Abdullah Ibn Qadam Al-Maqdisi, Al-Mughni, free from the year of publication, Dar Al-Kitab Al-Arabi for Publishing and Distribution - Beirut - Lebanon, vol. 6, p. 295 and beyond.
- 40- Muhammad bin Ahmed bin Arafa Al-Desouki, Al-Desouki's footnote on the great explanation, free from the year and place of publication, vol. 3, p. 11 and beyond.
- 41- Explanation of Sahih Muslim, graduated
- 42- Al-Bukhari, Sahih Al-Bukhari, 1981 AD, Dar Al-Fikr for Printing, Publishing and Distribution, Book of Marriage, chapter: He does not propose to his brother until he marries or leaves.
- 43- Wahba Al-Zuhaili, Compensation for Damage, research published in the Journal of Scientific Research and Islamic Heritage, College of Sharia, King Abdulaziz University, No. 1, 1399 AH, p. 12.
- 44- d. Hussein Amer, Civil, tort and contract liability, 1st edition, Cairo Press, 1956 AD, p. 317.
- 45- The Kuwaiti Fiqh Encyclopedia, vol. 13, pg. 40.
- 46- Journal of Islamic Fiqh, issue twelfth, 1421 AH.
- 47- Al-Baqarah (235)
- 48- Sahih Muslim, the previous source, vol. 4, p. 558.

#### References

- 1- Abu Al-Barakat, Al-Sharh Al-Kabeer, free from the year and place of publication, House of Revival of Arabic Books - Issa Al-Babi Al-Halabi and Co., Volume 2, p. 216.

- 2- Ibn Abidin, a footnote to Rad al-Muhtar, 1995 AD, Dar Al-Fikr for printing, publishing and distribution - Beirut – Lebanon.
- 3- Ahmad Fathallah, Lexicon of Jaafari Jurisprudence, I 1, 1995 AD, Al-Madakhil Press - Dammam.
- 4- Al-Tirmidhi, Sunan Al-Tirmidhi, Edited and Corrected by: Abdul Rahman Muhammad Othman, 2nd Edition, 1983, Dar Al-Fikr for Printing, Publishing and Distribution - Beirut - Lebanon.
- 5- Al-Gawhari, Al-Sahah, Ahmed Abdel Ghafour Al-Attar, 4th edition, 1987 AD, Dar Al-Ilm for Millions - Beirut - Lebanon.
- 6- Al-Ra'ini Discourse, Talents of the Galilee, 1st Edition, 1995, its verses and hadiths were recorded and extracted: Sheikh Zakaria Amirat, Dar Al-Kutub Al-Ilmia - Beirut - Lebanon.
- 7- Abdullah Ibn Qadam al-Maqdisi, the singer, free from the year of publication, Dar al-Kitab al-Arabi for Publishing and Distribution - Beirut - Lebanon.
- 8- Shams al-Din Muhammad ibn Abi al-Abbas Ahmad ibn Hamza, the famous Shafi'i al-Saghir.
- 9- The End of the Needy to Explain the Curriculum, 2nd Edition, 1413 AH, House of Reviving the Arab Heritage - Arab History Foundation - Beirut.
- 10- Sayyid Ali al-Sistani, Minhaj al-Salihin, 1, 1416 AH.
- 11- Abdullah bin Qudamah, Al-Mughni, verified by a group of scholars, Dar Al-Kitab Al-Arabi, Beirut, free from the year of publication.
- 12- Iyad bin Musa bin Iyadh, Explanation of Sahih Muslim called Complete the Teacher with the Benefits of Muslim, investigated by Dr. Yahya Ismail, 2nd Edition, 2004.
- 13- Muhammad bin Ahmed bin Arafa Al-Desouki, Al-Desouki's footnote on the great commentary, free from the year and place of publication.
- 14- Muhammad bin Ismail Al-Bukhari, Sahih Al-Bukhari, Dar Al-Fikr for printing, publishing and distribution, 1981.
- 15- Muhammad bin Ahmed Al-Sherbiny, Mughni Al-Muhtaj, 1958 AD, House of Revival of Arab Heritage - Beirut - Lebanon.
- 16- Muhammad bin Abi Bakr Al-Razi, Mukhtar Al-Sahah, free from the year of publication, Dar Al-Resalah, Kuwait.
- 17- Muhammad Saeed Al-Hakim, Minhaj Al-Salihin, 1st Edition, 1996 AD, Dar Al-Safwa, Beirut - Lebanon, Volume 2, 275.
- 18- Muhammad bin Makram bin Ali bin Manzour, Lisan Al Arab, Dar Al-Hadith Cairo, 2003 AD, Volume Three, pg. 136.



- 19- Muhammad Kalaji, Dictionary of the Language of the Jurists, 2nd Edition, 1988 AD, Dar Al-Nafaes for Printing, Publishing and Distribution - Beirut - Lebanon..
- 20- Mahmoud Abdel-Rahman Abdel-Moneim, A Dictionary of Jurisprudential Terms and Words, free from the year and place of publication, Dar Al-Fadila.
- 21- Muhyi al-Din Yahya bin Sharaf al-Nawawi, al-Majmoo' Sharh al-Muhadhab, free from the year of publication, Dar al-Fikr for printing, publishing and distribution.
- 22- The Message Center, Family Etiquette in Islam, 1st Edition, 1420 A.H., The Message Center - Qom - Iran.
- 23- Miqdad al-Siuri, the wonderful revision of Mukhtasar al-Shari', 1, 1404 AH, Grand Ayatollah Marashi Najafi's Holy Public Library, Qom.
- 24- Al-Wajeez in Explanation of the Ethnic Personal Status Law No. 188 of 1959 and its amendments, p. 23.