



An Analysis Of Women's Rights And Freedoms Regarding Dower (Mahr) In The "Hidayah"

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Abstract: This article analyzes women's rights and freedoms regarding dower (mahr) based on Burhoniddin Marghinani's work "Hidayah". The study examines within Hanafi school sources, the legal essence, types, amount, and payment procedure of mahr, as well as the rights and obligations related to a woman's breastfeeding of a child. The article reveals the extent to which a woman's property and personal rights are protected in Islamic jurisprudence. The research results have both practical and theoretical significance for specialists, legal scholars and students studying the history of Islamic law particularly issues of women's rights.

Keywords: "Hidayah", Burhoniddin Marghinani, mahr, women's rights, Hanafi school, Islamic jurisprudence, fiqh.

Анализ Прав И Свобод Женщин В Вопросы Махра В Произведении "Хидоя"

Аннотация: В данной статье анализируются права и свободы женщин в вопросах махра на основе произведения Бурхониддина Маргинани "Хидоя". В исследовании на основе источников ханафитского мазхаба рассматриваются правовая сущность, виды, размер и порядок выплаты махра, а также права и обязанности женщины, связанные с грудным вскармливанием ребёнка. В статье раскрывается, в какой степени в исламском правоведении защищены имущественные и личные права женщины. Результаты исследования имеют практическое и теоретическое значение для специалистов, правоведов и студентов, изучающих историю исламского права, в частности вопросы прав женщин.

Ключевые слова: "Хидоя", Бурхониддин Маргинани, махр, права женщин, ханафитский мазхаб, исламское правоведение, фикх.

"HIDOYA" ASARIDA AYOLLARNING MAHR BORASIDAGI HUQUQ VA ERKINLIKLARI TAHLILI

Annotatsiya: Ushbu maqolada Burhoniddin Marg'inoniyning "Hidoya" asari asosida ayollarning mahr borasidagi huquq va erkinliklari tahlil qilinadi. Tadqiqotda hanafiy mazhabi manbalarida maharning huquqiy mohiyati, turlari, miqdori va to'lash tartibi, shuningdek ayolning bolani emizishi bilan bog'liq huquq va majburiyatlari ko'rib chiqiladi. Maqolada islom huquqshunosligida ayolning mulkiy va shaxsiy huquqlari qay darajada himoyalangani ochib beriladi. Tadqiqot natijalari islom huquqi tarixini, xususan ayollar huquqi masalasini



o'rganuvchi mutaxassislar, huquqshunoslar va talabalar uchun amaliy va nazariy ahamiyatga ega.

Kalit so'zlar: "Hidoya", Burhoniddin Marg'inoniy, mahr, ayollar huquqi, hanafiy mazhabi, islom huquqshunosligi, fiqh.

INTRODUCTION

Throughout the history of Islamic jurisprudence the issue of women's legal status and their place in family-legal relations has always been of pressing importance. In particular, the issue of mahr (dower) related to marriage occupies a special place in fiqh, as it is considered one of the fundamental criteria determining a woman's independence as a legal person and her right to property within the marriage process. Burhoniddin Marghinani's "Hidayah" one of the most authoritative sources of the Hanafi school stands out for its systematic and thorough analysis of these issues. In this work mahr is interpreted as one of the obligatory conditions arising from marriage with its amount, payment procedure and issues such as deferred or fixed-term mahr elaborated in detail. Mahr is regarded as an important criterion demonstrating that a woman possesses independent property rights and that her material interests within marital relations are protected by law.

The relevance of the topic lies in the fact that analyzing the rules on the issue of mahr in "Hidayah" makes it possible to determine how thoroughly Islamic law protected women's interests. A scholarly analysis of the views on women's rights and freedoms found in classical fiqh sources is important not only for a deep study of the historical-legal heritage, but also for improving the normative documents regulating family and marital relations today.

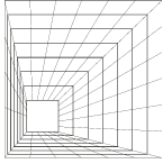
MAIN PART

One of the economic opportunities granted to a woman is her right to receive dower (mahr) in marriage. Mahr is the material wealth given to a woman at the time of marriage. Mahr is referred to by various names. In the Holy Qur'an, the terms sadaq, sadaqah, ajr, faridah, and nihlah are used. Some scholars have stated that mahr has ten names. Since the term "mahr" is the most widely used among us, we shall employ this term¹. In Islamic jurisprudence the connection between marriage and mahr is not as rigid as many tend to assume. In "Hidayah" this issue is resolved with a rather nuanced approach: even if mahr is not mentioned at all in the marriage contract, the marriage itself remains fully legally valid². In other words the widely held popular belief that a marriage is not valid unless mahr is specified at the time of the marriage contract is incorrect. This is because lexically marriage is a contract of union and pairing and as such it is complete in itself through the husband and wife alone. This does not mean that mahr is a secondary matter, on the contrary the necessity of mahr rests on another foundation the protection of a woman's personal dignity. Mahr is not a price in a commercial transaction, but rather the legal expression of respect shown toward a woman's person. According to the Hanafi school giving mahr is considered a wajib (obligatory) act. This is stated in the Holy Qur'an, Surah An-Nisa verse 24:

"Then, for whatever you have enjoyed of marriage from them, give them their due

¹ Muhammad Sodik Muhammad Yusuf. Kifoya. — T.: Hilol Nashr, 2021. — Vol. II. — P. 395.

² Burhoniddin Marghinani. Hidayah sharh Bidayat al-Mubtadi. Translated by A'zamkhon Qambarov. — T.: Hilol-Nashr, 2020. — Vol. II. — P. 72



compensation".

Likewise Surah An-Nisa verse 4 states:

*"And give the women [upon marriage] their [bridal] gifts graciously. But if they give up willingly to you anything of it, then take it in satisfaction and ease"*³.

In the Hanafi school the lowest limit of mahr is set at ten dirhams. It is noteworthy that this figure is not arbitrary. Marghinani links it to a concept in criminal law, namely, mahr is set at ten dirhams in accordance with the nisab (threshold amount) established for the punishment of hand amputation in theft⁴. This comparison is not coincidental, in both cases the law establishes a certain material limit for the protection of a person's personal inviolability. Furthermore, since mahr was made obligatory by the Sharia in order to express a woman's honor, it cannot be restricted to any trivial amount. Therefore, even if someone agrees on an amount less than ten dirhams as mahr, for instance five or seven dirhams according to Islamic Sharia, this agreement becomes void and the amount of mahr is raised to the full ten dirhams with the obligation to pay the complete ten dirhams being imposed. In the Hanafi school the lower limit of mahr is not merely a matter of custom or convenience, but serves as a minimum legal threshold guaranteeing a woman's personal inviolability.

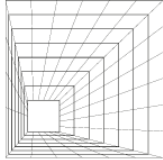
Even after the marriage contract has been concluded, the amount of mahr may still be increased with the consent of both parties. If the husband and wife mutually agree to increase the mahr, this increase is legally recognized. However, a noteworthy point is that the right to decrease the mahr may be exercised only unilaterally by the woman herself, since mahr is the woman's right and it may well happen that a woman decreases her mahr while living with her husband. This rule is not arbitrary since mahr is the woman's personal property right, renunciation of it can only be carried out by the holder of that right herself⁵. It follows from the legal nature of mahr, since mahr is personal property given by the husband to the wife, the authority to decrease it or renounce it belongs solely to the owner of that property. For this reason, the husband can never unilaterally demand a decrease in the amount of mahr. Otherwise, this would constitute a direct violation of the woman's property right. At the same time unlike the previous case, increasing the mahr requires the consent of both parties, because the increased portion falls upon the husband as a new obligation and cannot become binding without his consent. Thus in "Hidayah" two different legal regimes are established regarding changes to the amount of mahr: a decrease is a matter within the woman's sole discretion, while an increase requires mutual agreement between both parties. This distinction stems from fiqh's interpretation of mahr as purely personal property that is, whoever the property belongs to, the decision to decrease it belongs solely to that person. As a result the woman's will regarding mahr is fully respected throughout the marriage and no decrease has legal force without her consent.

The issue of mahr is not related solely to the conclusion of the marriage contract, but is also connected to matters of divorce and inheritance. In this regard a number of different situations

³ Abdulaziz Mansur. The Holy Qur'an: Translation of Meanings and Commentary. — T.: Tashkent Islamic University, 2018. — 624 p.

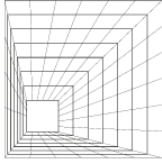
⁴ Burhoniddin Marghinani. Hidayah sharh Bidayat al-Mubtadi. Translated by A'zamkhon Qambarov. — T.: Hilol-Nashr, 2020. — Vol. II. — P. 73.

⁵ Burhoniddin Marghinani. Hidayah. Translated by Salohiddin Muhiddin. — T.: Adolat, 2000. — Vol. I. — P. 694.



arise.

	Situation	Amount of Mahr	Explanation
1	Mahr is clearly specified, and divorce occurs before consummation (yaqinlik/dukhol).	Half of the mahr	The portion attributable to the contract itself is retained, while the portion corresponding to consummation is voided.
2	Mahr is clearly specified, and divorce occurs after consummation (yaqinlik/dukhol).	The full amount of mahr	Since consummation has taken place, the full amount becomes obligatory.
3	Divorce after khilwat sahahah (being alone together with no impediment to consummation)	The full amount of mahr	Legally, khilwat sahahah is treated as equivalent to actual consummation.
4	Mahr is not specified at all, and divorce occurs before consummation (yaqinlik/dukhol).	Mut'ah (consolatory gift) is given, in an amount not less than half of the mahr al-mithl, typically consisting of three types of garments: a dress, a headscarf, and an outer garment.	Based on Surah Al-Baqarah, verse 236.
5	Mahr is not specified, and divorce occurs after consummation (yaqinlik/dukhol).	Mahr al-mithl (the equivalent/customary dower)	It is assessed just as in the case where no mahr was specified at all.
6	Marriage was contracted on the condition that no mahr would be given, and divorce occurred thereafter.	Mut'ah or mahr al-mithl (a matter of disagreement among the schools of law)	Imam Shafi'i: mut'ah is obligatory only in the case where consummation has taken place. The Hanafis: it is applied more broadly.
7	Mahr is specified in an invalid (fasid) marriage, and separation occurs before consummation (yaqinlik/dukhol).	Nothing is given.	In an invalid (fasid) marriage, mahr is not tied to the contract itself, but to consummation.
8	Mahr is invalid (fasid), and separation occurs after consummation (yaqinlik/dukhol).	Mahr al-mithl (the equivalent/customary dower)	Since consummation has taken place, mahr becomes obligatory.



9	The husband has died, and the mahr was clearly specified.	The full amount of mahr (as a debt, payable from the estate before inheritance is distributed)	All schools of law are in agreement.
10	The husband has died, and the mahr was not specified. Mahr al-mithl (disputed among jurists)	Mahr al-mithl (disputed among jurists)	Some scholars: this right becomes void upon death. Others: the right remains in effect.
11	There is a dispute over the amount of mahr, and one of the spouses has died.	Whatever ruling would have applied to the dispute during their lifetime is applied in the same way.	Death does not nullify the right to mahr al-mithl.
12	A man marries a Christian woman (from the People of the Book), and mahr is specified as something forbidden (haram) under Sharia — such as wine or a pig — after which separation occurs.	Mahr al-mithl is given.	A forbidden (haram) item is not recognized as valid mahr, and therefore mahr al-mithl is applied instead ⁶

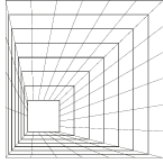
As the table demonstrates in “Hidayah” the fate of mahr at the time of divorce depends on two main factors: whether or not consummation has taken place and whether or not the mahr was clearly specified at the time of the marriage contract. The intersection of these two factors gives rise to a total of six distinct legal outcomes (full mahr, half mahr, mut'ah, mahr al-mithl, nothing at all, and mahr as inheritance). This in turn demonstrates fiqh's endeavor to thoroughly protect a woman's interests by tailoring the outcome to each individual circumstance.

Mahr is one of the economic rights and freedoms granted to women by the Islamic religion and it represents a manifestation of the honor and dignity accorded to women. In Islamic jurisprudence mahr is not merely a material payment made at the time of marriage, but rather a symbolic expression of recognition of a woman's personal dignity, her social standing and her legal personhood. Mahr constitutes the woman's personal property, over which she alone holds ownership.

CONCLUSION

In Burhoniddin Marghinani's “Hidayah” mahr is developed not merely as one of the material conditions of marriage, but as a multi-layered legal mechanism protecting a woman's legal personhood, her property independence and her personal dignity. Mahr is interpreted not as a condition of the marriage contract, but as its natural consequence. Even a marriage in which

⁶ Burhoniddin Marghinani. *Hidayah sharh Bidayat al-Mubtadi*. Translated by A'zamkhon Qambarov. — T.: Hilol-Nashr, 2020. — Vol. II. — P. 72-116.



mahr is not mentioned at all remains fully legally valid, however this does not deprive the woman of her right to mahr on the contrary, it guarantees this right through mahr al-mithl. Furthermore, the minimum threshold of ten dirhams established in the Hanafi school serves as a socio-legal standard protecting a woman's personal inviolability, one that is regarded as taking precedence over the freedom of personal agreement in favor of the woman's interest. Likewise with regard to changes in the amount of mahr the fact that a decrease may be carried out only by the woman herself while an increase requires the consent of both parties once again confirms that mahr constitutes the woman's independent personal property. The rules on mahr set forth in "Hidayah" demonstrate that Islamic jurisprudence has approached the issue of women's rights in a thorough and systematic manner.

List Of References:

1. Abdulaziz Mansur. *The Holy Qur'an: Translation of Meanings and Commentary*. – Tashkent: Tashkent Islamic University, 2018. – 624 p.
2. Marghinani, Burhoniddin. *Al-Hidayah Sharh Bidayat al-Mubtadi* / Translated by A'zamkhon Qambarov. – Tashkent: Hilol-Nashr, 2020. – Vol. II. – 592 p.
3. Marghinani, Burhoniddin. *Al-Hidayah* / Translated by Salohiddin Muhiddin. – Tashkent: Adolat, 2000. – Vol. I. – 848 p.
4. Muhammad Sodik Muhammad Yusuf. *Kifayah*. – Tashkent: Hilol Nashr, 2021. – Vol. II. – 584 p.
5. Eshboyeva, D. Economic Rights and Freedoms of Women in the Legislation of the Republic of Uzbekistan // Symposium on Advanced Studies and Future Directions. – January, 2026. – P. 149–157.