

MODEL NIKAHNAMA REMAINS A WORK IN PROGRESS

Relevant for: Developmental Issues | Topic: Rights & Welfare of Women - Schemes & their Performance, Mechanisms, Laws Institutions and Bodies

Terms and conditions: A bride signs the Nikahnama at a mass wedding in Bhopal. File photo

Five years after the All India Muslim Personal Law Board pledged to insert a prohibition on instant triple *talaq* in the model *nikahnama* to be used for solemnising Muslim marriages, the wedding contract remains a work under process. There is no clear word when, if at all, such a *nikahnama* would be readied and sent across to *qazis* who solemnise *nikahnama*.

An AIMPLB meeting earlier this month failed to reach a consensus on the content of the new model *nikahnama*.

Though there was large agreement on the need to insert a clause against instant triple *talaq* after the Supreme Court made it invalid and the Muslim Women (Protection of Rights on Marriage) Act made it a criminal act, the members suggested that a clause on *Talaq-e-Tafweez* or delegated divorce needed to be inserted.

Under *Talaq-e-Tafweez*, the husband vests his power to divorce in his wife, thereby effectively ruling out hasty or instant *talaq*. However, many intellectuals of the Hanafi sect did not agree to it, leading to a fresh failure to draft the new *nikahnama*.

No consensus yet

SQR Ilyas, executive member of AIMPLB, says, "There have been differences on the issue of *Talaq-e-Tafweez* but broad agreement on prohibition on instant triple *talaq*. We hope to finalise the *nikahnama* by the end of this year."

Some members felt *khula*, women's inalienable right to instant divorce, was a viable alternative for women, thereby doing away with the need for the clause on *Talaq-e-Tafweez*.

Others though insisted that the husband's consent is necessary for *khula*.

The ideological logjam has been going on since 2017, when faced with the heat on the issue of instant triple *talaq*, the AIMPLB had pledged to formulate a *nikahnama* prohibiting *Talaq-e-Biddat*. Since then, multiple parleys have failed to bring about a consensus on the new *nikahnama* whose first model was formulated in 2003.

A token contract

The *nikahnama* is essentially a contract between the spouses, containing terms and conditions of marriage.

Besides incorporating basic details of temporary and permanent residence, their respective age and the names of their parents, the *nikahnama* carries details of *mehr* (loosely translates to dower), which the husband has to pay his wife.

It can be paid immediately at the time of *nikahnama* or later, in which case deferred payment is clearly mentioned in the contract.

The *nikahnama* carries the signature of a *wakeel* (advocate) and two eyewitnesses, besides those of the bride and groom. The bride's consent is sought by the *qazi* in private without the presence of her parents to avoid family pressure on her to agree to the marriage.

In Mughal age, the *nikahnama* used to be an elaborate affair where girls often made it mandatory that in case things didn't work out, the *nikah* will not end through pronouncement of instant triple *talaq* .

There were conditions incorporated against polygamy, or permission granted with certain conditions, such as separate dwelling for the other wife.

The modern *nikahnama* used in Muslim marriages is often a token affair with no mention of the rights of the spouses.

In light of this, the AIMPLB had sought to issue an advisory that marriage should not end without making an attempt at reconciliation. And if *talaq* must be resorted to, it must be through the Koranic way.

However, what the model *nikahnama* fails to contain is an express prohibition on instant *talaq* even after half a decade of the Supreme Court's judgment invalidating triple *talaq* in 2017.

[Our code of editorial values](#)

END

Downloaded from crackIAS.com

© **Zuccess App** by crackIAS.com

Cracki