

DISCLAIMER

The following form of marriage contract is only a sample form. It is advisable that the parties make the requisite changes to the form to ensure that it meets their various needs within the Islamic framework. For this reason, as well as to ensure the legality hereof, it is strongly recommended that each party to a marriage that makes use of this form seeks independent legal advice.

The Islamic Shíá Ithna-Asheri Jamaat of Toronto, Maulana Syed Muhammad Rizvi, and those who assisted in the preparation of this contract are not liable for any defects therein. This has been provided as a service to the Muslim community, and does not constitute legal advice. No claims, promises or guarantees about the accuracy, completeness, or legality hereof is made. As legal advice must be tailored to the specific circumstances of each case, and given that laws are constantly changing, nothing provided herein should be used as a substitute for the advice of competent counsel.

MARRIAGE CONTRACT

In the name of Allāh, the Beneficent, the Merciful
O Allāh, send His blessings upon Muhammad & his progeny.

“And among His signs is that He created spouses for you from among yourselves
so that you may find tranquility in them;
and He placed between you love & compassion. In these are signs for the people who reflect.”
(The Qur’ān 30:21)

This agreement made on the ____ day of _____ in the year _____ CE corresponding to the ____ day
of _____ in the year _____ AH between the “Groom” and “Bride” outlined below.

I. BRIDEGROOM

Full Name:_____

Father’s Name: _____

Mother’ Name: _____

Date & Place of Birth: _____

Marital Status: *never married* / *divorcé* / *widower*

Address : _____

Tel: (____) ____ – _____

Groom’s *wakíl* (‘*āqid*) whom he hereby
authorizes to perform the ‘*aqd*:

II. BRIDE

Full Name: _____

Father’s Name: _____

Mother’s Name: _____

Date & Place of Birth: _____

Marital Status: *never married* / *divorcee* / *widow*

Address: _____

Tel: (____) ____ -- _____

Bride’s *wakíl* (‘*āqid*) whom she hereby
authorizes to perform the ‘*aqd*:

The Groom and the Bride enter into this agreement to provide for circumstances relating to their marriage; and both have read and agreed to the following conditions by way of signing each term or part.

III. MAHR / DOWRY

The Groom agrees to give the following marriage consideration (*mahr*/dowry) to the Bride:

Signature of the Groom

Signature of the Bride

IV. OPTIONAL CONDITIONS PERTAINING TO DISSOLUTION OF MARRIAGE

1. If the Husband and Wife divorce without any fault of the latter, then the Husband agrees to give to his Wife half of all the “net family property” (as defined by section 4(1) & (2) of Ontario’s *Family Law Act*, R.S.O. 1990, c. F.3) that he acquired during the marriage period, excluding property that the Husband acquired by gift or inheritance from a third person after the date of the marriage.
- In the case of dispute about the cause for divorce, the Shi’a Ithnā-‘Ashari religious authority (such as the Resident ‘*Alim* of the Islamic Shí’a Ithna-Asheri Jamaat of Toronto or the *wakíl* of the *marja* ‘ or the *marja* ‘) will make such a determination. (Note that the religious authority would have to determine whether or not the cause for divorce was the fault of the Wife, and in if that is determined positively, then the Wife will be prevented from receiving the aforementioned property. If the examination as to the cause for divorce is found to be inconclusive, the Wife will have a right to the aforementioned property. Also note that the Wife does not have to give any of her property to the Husband in the event of a divorce.)

ANOTHER VARIATION OF CONDITION # 1

1. If the Husband and the Wife divorce, there will be an equalization of net family properties as described in s. 5(1) of Ontario’s *Family Law Act* (R.S.O. 1990, c. F.3) which is reproduced below under “Definitions”.

- Signature of the Groom

Signature of the Bride
2. The Husband hereby delegates to the Wife an irrevocable authorization to appoint an agent (*wakíl*) for divorcing her on behalf of the Husband after giving a Shí’a Ithnā-Ashari religious authority (the Resident ‘*Ālim* or the *wakíl* of the *marja* ‘ or the *marja* ‘) reason to believe the occurrence of any one of the following:
- (a) if the Husband solemnizes a “religious marriage” with another woman without permission of the Wife named in this contract; (“Religious marriage” a marriage that has been solemnized only basis of Islamic laws which allows polygyny, a practice which is not legal in Canadian family law.)
 - (b) if the Husband ill treats or physically abuses the Wife;
 - (c) if the Husband abandons the Wife and does not provide for her for more than three months continuously;
 - (d) if the Husband divorces the Wife in a secular court, but does not give her the religious divorce; or
 - (e) if the Wife obtains a divorce in a secular court, but the Husband does not give the Wife a religious divorce.

- Signature of the Groom

Signature of the Bride
3. This Agreement constitutes the entire agreement between the Bride and the Groom, and cancels and supercedes any prior understandings and agreements between them. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the Bride and the Groom other than expressly set forth in this Agreement.
4. This Agreement shall endure for the duration of the marriage of the Bride and the Groom.
5. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions of the Agreement shall continue in full force and effect.
6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada, and in accordance with Ontario’s *Family Law Act*.
7. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by either Husband or Wife, shall be binding unless executed in writing by both Husband and Wife to be bound thereby.

- Signature of the Groom for items 3 to 7.

Signature of the Bride for items 3 to 7.

V. CERTIFICATION

This is to certify that the marriage of the bride and the groom named above was solemnized in accordance with the Shi’a Ja’fari laws of Islam on

the _____ day of the month of _____ in the year _____ AH

the _____ day of the month of _____ in the year _____ CE

Wakíl (‘Āqid) of the Groom and witnessed by: _____

Wakíl (‘Āqid) of the Bride and witnessed by: _____

Number of the marriage License issued by the city: _____ on: _____

Name & Registration Number of the person solemnizing the marriage: _____

VI. DEFINITIONS

- 1. “Agreement” means this Marriage Contract.
- 2. “‘Aqd” means the religious marriage vows that are performed in accordance with Shí’a laws of Islam.
- 3. “Mahr”, although also used to denote ‘dowry’, means the consideration that the Groom must give to the Bride.
- 4. “Marja” is highest religious authority and jurist of Shí’a laws of Islam.
- 5. “Husband” is the Groom set out above.
- 6. “Wife” is the Bride set out above.
- 7. “Resident ‘Alim” is the religious authority of the “Islamic Shí’a Ithna-Asheri Jamaat of Toronto”.
- 8. “Shí’a Ithna-Ashari” is the particular sect of the Islamic religion to which both the Bride and the Groom belong.
- 9. “Shí’a laws of Islam” or “Shí’a Ja’fari laws” are the set of religious laws that underlie the Shí’a Ithna-Ashari faith.
- 10. “Islamic Shi’a Ithna-Asheri Jamaat of Toronto” is a well known Shí’a organization of Greater Toronto Area.
- 11. “Wakil (‘Āqid)” means the representative of the Bride or the Groom for purpose of performing the religious marriage vows (‘aqd).
- 12. Section 5(1) of Ontario’s Family Law Act (R.S.O. 1990, c. F.3) is as following:
When a divorce is granted or a marriage is declared a nullity, or when the spouses are separated and there is no reasonable prospect that they will resume cohabitation, the spouse whose net family property is the lesser of the two net family properties is entitled to one-half the difference between them.
- 13. “Net Family Property” in Family Law Act is defined as follows:
 - 4(1) "net family property" means the value of all the property, except property described in subsection (2), that a spouse owns on the valuation date, after deducting,
 - (a) the spouse's debts and other liabilities, and
 - (b) the value of property, other than a matrimonial home, that the spouse owned on the date of the marriage, after deducting the spouse's debts and other liabilities, calculated as of the date of the marriage;
 - 4(2) The value of the following property that a spouse owns on the valuation date does not form part of the spouse's net family property:
 - 1. Property, other than a matrimonial home, that was acquired by gift or inheritance from a third person after the date of the marriage.
 - 2. Income from property referred to in paragraph 1, if the donor or testator has expressly stated that it is to be excluded from the spouse's net family property.
 - 3. Damages or a right to damages for personal injuries, nervous shock, mental distress or loss of guidance, care and companionship, or the part of a settlement that represents those damages.
 - 4. Proceeds or a right to proceeds of a policy of life insurance, as defined in the Insurance Act, that are payable on the death of the life insured.
 - 5. Property, other than a matrimonial home, into which property referred to in paragraphs 1 to 4 can be traced.
 - 6. Property that the spouses have agreed by a domestic contract is not to be included in the spouse's net family property.