

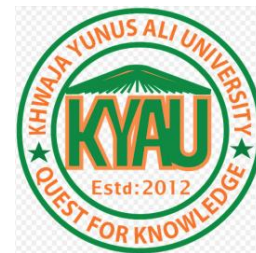
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Review Article

Dower, Rights of Wife and Duties of Husband: An Analysis

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Abstract

This paper is an attempt to analyze and examine the rights of a wife and duties of a husband relating to dower. Dower is one of the essentials of Islamic marriages and fundamental rights of woman provided by Islam and without it a Muslim marriage can't be solemnized. It is proposed that it should be given by the husband with a willing attitude as a gift or consideration to that very woman whom a person is

going to marry. Often, it is seen that this right of a woman is curtailed before or after the marriage. It is very obvious that sometimes the amount of Dower is fixed impractically by both the parties. Even, it is fixed beyond the capacity of the party. It becomes a great problem when a marriage is ended with dissolution of marriage. The divorced wife never gets her Dower without obstacle. This paper tries to achieve that how Islam has sheltered woman by giving her right to dower

Key Word: Dower, Wife, Husband, Duties & Rights

Introduction

Mahr is one of the essential rights of woman ensured by Islam. This right gives woman pecuniary and economic steadiness at the initial of her conjugal life Dower is an exceptional feature of Muslim marriage. However, there is a misunderstanding in the West; it is not a bride-price. Dower is a sum of money or any other property which becomes payable by the husband to the wife as a consideration of marriage. In Surah Al-Nisa, Verse 4, Allah says: "And give the woman (on marriage) their dower as a free gift". According to Islamic views, the

dower may consist of anything that can be valued in money, is useful and ritually clean. Therefore, the dower may be land, building, cattle crops, chattels etc. The property given a dower must be reasonably specified. A vague dower, e.g. "an animal" or "a house" shall not be a valid ingredient of dower, without however invalidating the marriage contract itself. (Rashid, S. Khalid, Muslim Law, 1996). Justice Mahmood in the case of *Abdul Kadir Vs Salima*, (1886), 8, All-149, gives the best description of the nature of dower. He observes: Actually, women's rights of dower made by husband depend on two reasons, 1st is for

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Islamic right and 2nd is for husband's responsibility to his wife.

Methodology

Qualitative and quantitative approaches have been applied in this study. This study is written primarily by taking the primary and secondary sources such as existing laws, acts, books, journal and other published works as well as NGO's reports, features of national daily newspapers. Additionally, available published research reports and articles are taken into consideration while developing arguments and analysis of different dimension of the social practice of dower in Bangladeshi society.

Definition of Dower

Dower is a personal right of a woman which is entitled to her in marriage under Islam as well as enacted by Muslim family laws in Bangladesh. *Mahr* or dower is a sum of money or other property payable by the husband to the wife on marriage either by agreement between the parties or by operation of law on the occasion of marriage. (Nasir, Jamal J.1994). It may be either being prompt (*Muajjal*), or deferred (*Muwajjal*). [Tyabji: Muslim Law 4th Ed.p.102]. In Surah Al-Nisa, Verse 4, the Quran says: "And give the girl (on marriage) their dower as a free gift". According to *Ameer Ali*, "A certain sum of money or asset given by the husband in consideration of the marriage (Mohammadan Law, 6th ed, 2002). *Shaukat Mahmood* opines that —dower is a sum of money or other property which the wife is entitled to receive from her husband as an incident of the contract of marriage (Principles and Digest of Muslim Law, 6th ed, 2002)." According to *Tyabji*, "*Mahr* or dower is a sum that becomes payable by the husband to the wife on marriage, either by agreement between the parties, or by operation of law (*Muhammadan Law* (1966))." The best clear and a unique explanation of dower have been given by *Professor Dr. Taslima Monsoor*. She observes: "The *Mahr*/Dower is something that is paid by the husband to his wife. It is paid to wife only as an honour and respect and to show that he has a serious desire to marry her

and is not simply entering into the marriage contract without any sense of responsibility and obligation or effort on his part. It is also a provision for her rainy days and socially it became a check on the capricious exercise by the husband of his unlimited power of divorce. The husband thinks twice before divorcing a wife when he knows that upon divorce the whole of the dower would be payable immediately (*Monsoor, Taslima*,2008). In line with both Sunnis and Shias, the dower may include anything that may be valued in money, is beneficial and ritually clean. Therefore, the dower is also land, building, cattle crops, chattels etc. The property given a dower must be reasonably specified. A vague dower, e.g. "an animal" or "a house" shall not be valid, without however invalidating the wedding contract itself.

The provisions of dower could also be seen as respecting and recognizing the Muslim family laws. The relevant Muslim family laws are the Dissolution of Muslim Marriage Act 1939, the Muslim Family Laws Ordinance 1961, Muslim Marriage and Divorce (Registration) Act 1974, the Muslim Marriage and Divorce (Registration) Rules 1975 and the Family Court Ordinance 1985. Under the Muslim Family Laws Ordinance 1961, marriage is regarded as a civil contract. Section 5 of the Muslim Family Laws Ordinance makes it necessary that the marriage was solemnized under the Muslim Law and shall be registered. Where there were no details about the mode of payment for dower are specified in the *Nikahnama*, or the marriage contract. Here, it showed that the entire amount of the dower shall be presumed to be payable on demand. (The Muslim Family Laws Ordinance 1961, section10).

Importance of Dower

A marriage without *Mahr* is null and void [*M. Th. Houtsma* (31 December 1987). E.J. Brill's First Encyclopedia of Islam, 1913-1936]. Almighty Allah says, "And gives the ladies (on marriage) their dower as an obligation" (Al-Quran 4:4). Even the Prophet (PBUH) has been told, "O Prophet, we've got made permissible for you the wives whose dower you've got paid...."(Al-Quran 33:50). It's a provision of Islam and it's to incline voluntarily. Dower isn't a precondition to

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marriage. It's mentioned in Surah Baqara, Verse-236, that "It isn't any sin for you if ye divorce woman while yet ye haven't touched them nor appointed unto them some (Dower). This implies that there's no sin if no dower is paid and therefore the woman is divorced, before consummation. Dower is an inalienable and imprescriptible right of the wife. It's inalienable in this it's taken without any consideration whether or not it's not expressly stated within the contract. It's imprescriptible therein the wife shall not lose her entitlement thereto through prescription alone. Dower is additionally a barrier for dissolution of marriage and therefore the second marriage. Islam doesn't allow any man or woman to be alone once they are matured to induce married. Even, after the dissolution of marriage, there's no difference of the quantity of the Dower in second marriage or third one.

Nature of Dower

Dower in the present form was introduced by the Prophet *Mohammad* and made obligatory by him in case of every marriage. Dower in Muslim law is somewhat similar to the *danatio proper nuptias* in Roman law. The important difference however is that while under Roman law it was voluntary, and under the Muslim Law it is absolutely obligatory (*Ahmad Aqil, Mohammedan Law, 21st ed.*).

The inherent idea behind dower is that it is an obligation imposed upon the husband as a sign of respect to the wife. (Surah al-Nisa, verse 24, Surah al-Baqara, verse 23 and verse 237). It was held that Family Court has every jurisdiction to decide as to whether the *Kabinnama* in question as a genuine and valid document or not and whether any marriage between the petitioner and opposite party was ever solemnized or not before it decides to grant any decree for dower (*Shafiqul Huq vs. Mina Begum, 54, DLR, 481*). It was further stated in the case of *Jesmin Sultana vs. Md. Elias* (2BLC, 233)²⁴, that the court has no right to reduce the prompt dower unless the wife remits it voluntarily (Section 5 of Family Court Ordinance).

Therefore non-payment of dower fixed in *Nikahnama* will result in the breach of a registered contract. In *Atiqul Huque Chowdhury vs. Shahana Rahim* (47 DLR,

1995 ,HCD 310), it was decided that the dower in a Muslim marriage forms a detached part for the terms of the *Kabinnama* and thus, as the *Kabinnama* is intended to be registered under the Muslim Marriages and Divorces (Registration) Act, 1974. (The Muslim Marriage and Divorce (Registration) Rules 1975), rule no. 24 (1).] The Act of 1974 as in force, related to the registration of Muslim marriages including dower (Monsoor.Taslima.2008). In this regards, as per the Muslim Marriage and Divorce (Registration) Rules 1975, rule no. 24 (1) where the *Nikahnama* is silent about the division of prompt and deferred part of the dower, the whole amount will be presumed as prompt i.e. payable on demand. Under the *Nikahnama* the dower may be prompt or deferred also it can be in forms of any valuable thing like property, ornaments or anything else which is agreed between the Muslim marriage partners. As per Muslim Marriage and Divorce (Registration) Rules 1975 rule no. 24 (1) where the *Nikahnama* is silent about the division of prompt and deferred part of the dower, the whole amount will be presumed as prompt i.e. payable on demand (Sec 10 of MFLO, 1961).

Furthermore, the Muslim Family Laws Ordinance 1961 stated that Arbitration Council instructed that the husband shall pay immediately the entire amount of the dower, whether prompt or deferred due to the existing wife or wives on which amount that was necessary. If the dower was not paid, it shall be recoverable as arrears of land revenue (Section 6(5) (a) MFLO, 1961). In addition, it has been declared that it is an absolute right that a woman has in a marriage and according to the Dissolution of Muslim Marriage Act 1939 makes it clear, that nothing shall affect any right for a married woman under Muslim law for her dower. Whether the divorce was mentioned on any grounds under section 2 of Dissolution of Muslim Marriages Act 1939, the divorce cannot affect a woman's right for dower (The Dissolution of Muslim Marriage Act 1939, section 2).

The object of the Dower

The object of the dower is three fold:

to impose an obligation on the husband as a mark of respect of the wife;

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- to place a check on the capricious use of divorce on the part of husband; and
- to provide for her subsistence after the dissolution of her marriage or termination of marriage by divorce

Entitlement to Dower by wife

Entitlement means right. Whether a woman is entitled to get any dower or not it totally depends upon under three circumstances

(i) Entitlement to Whole Dower: It's unanimously agreed by the Sunnis that the full dower shall become payable to the wife on the occurrence of either two events: a) the particular consummation of marriage. b) The death of either spouse before consummation if it's the wife who dies, her heirs can claim it from husband. All the jurists agree that the full dower shall result to the wife if the husband dies by natural causes or murder by third party. The Shias have a distinct view, consistent with them, if a husband dies before consummation without having specified a dower then nothing is payable to the wife.

(ii) Entitlement to Half Dower & Mutat: Jurists deduce the subsequent conditions for half the dower to be paid. That the wedding is under a sound contract and therefore the dower is specified; that the divorce occurs before consummation and to an act of the husband, apart from his exercising the choice of puberty or recovery from insanity. It should be remembered that only the stipulated dower shall be halved and any additions which were made to that after the wedding contract shall be dropped altogether. However, if no dower has been fixed within the contract, then the wife is entitled to Mutat i.e. a present of consideration. Under Hanafi law, it consists of three articles of dress or of their value providing the worth shall not be but 5 dirhams. The Sunnis normally hold that the Mutat is regulated by the circumstances of both husband and wife. The Shias stick with the Quranic text and consider the circumstances of the husband only (*Taybji, Mohammadan Law, 1966*).

(iii) Entitlement to no Dower: Whether the dower is specified or proper, shall ensure to the wife if the marriage is dissolved by the act of the husband through exercising his option of puberty or recovery from

insanity, as in such a case, the very contract of marriage is asserted null and void and entitled to get no dower. If the marriage is dissolved before consummation by lawful/unlawful act of the wife then she is not entitled to take any dower. Lawful acts include option of puberty, recovery from insanity or taking khula. Unlawful acts include apostasy (*Taybji, Mohammadan Law, 1966*).

Increase or decrease of Dower

The husband may at any time after marriage increase the dower. Likewise, the wife may remit the dower wholly or partially (*Ahmad Aqil, Mohammedan Law, 21st Ed*). A Muslim girl who has attained the puberty is competent to relinquish her Mahr although she may not have attained majority (18 years within the Majority Act). The remission made by the wife, should be with free consent. The remission of the *Mahr* by a wife is called *Hiba -e- Mahr*. In a case where the wife was subject to mental distress, on account of her husband's death the remission of dower, was considered as against her consent and not binding on her (*Hustunia Dadamia vs Halimatunnissa Hafizullah, A.I.R, 1942, Bom.128*). It has been held in a *Karachi case* that in certain cases remission of dower cannot be upheld. For instance, if the wife feels that the husband is increasingly showing indifference to her and the only possible way to retain the affection of her husband is to give up her claim of Mahr and forgoes her claim by executing as document, she is not a free agent and it may be against justice and equity to hold that she is bound by the terms of the deed (*Shah Bano Vs Iftekar Mohammad. PLD, 1956*). Remission of dower is solely on the discretionary power of wife. It is open to woman to give up her entire dower debt in whatever claim she had on account of the dower debt against the heir of his husband (*Ram Prasad Singh v. Mst. Khudayatul Kubra, AIR 1948 Pat 163*). The Wife is entitled to relinquish her full or any portion of her dower in the favor of husband or his heirs, only if certain conditions are to be fulfilled which are as follows:

i. Time of the remission – Remission can be done after the marriage whether before or after the consummation. No remission can take place before the marriage. Capacity for remission- Wife who has attained the age of majority i.e. 18 years and is of sound mind can remit

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- her dower. However, in some schools age of puberty i.e. 15 years can also constitute a valid remission of Dower.
- iii. Consideration- Remission can take place even without the consideration.
 - iv. Consent- Consent of wife should be free without any interference of undue influence or coercion.

Classification of Dower

The dower may be classified into two categories. One is specific and another is proper.

Specified dower: When the amount of dower is stated in the marriage contract it is called specified dower. The dower may be fixed between the parties either before the marriage or at the time of marriage or after the marriage. If the marriage takes place of a minor or lunatic boy then the amount of dower can be fixed by the guardian. The husband can fix any amount of dower. However, he cannot settle the amount of dower less than ten Dirhams according to Hanafi law and three Dirhams according to Maliki law. Shia law does not state any minimum amount of dower. In the case of those husbands who are very poor and are not in a position to pay ten Dirhams, then according to the Prophet, they are directed to teach the Quran to the wife instead of the dower. There is no maximum limit on the amount of dower. (*Rashid, S. Khalid, Muslim Law, 1996*). If the bridegroom is minor, his father may settle the amount of dower. Hanafi law says that the father is not personally liable for the dower, but according to Shia law, he will be so liable, where a Shia father's property was attached to pay the dower of his minor son. (*Syed Sabir Hossain V. Farzana Islam, 1937*).

The specified dower can be classified into:

1. Prompt dower: It is payable immediately after marriage on demand.
2. Deferred dower: It is paid after the dissolution of marriage either by death or divorce.

Proper or customary dower: If a marriage is completed without the amount of dower fixed in the marriage contract or marriage is completed on the condition that the wife should not claim any dower, then the wife is

entitled to proper dower. The amount of proper dower is decided by taking into consideration the amount of dower settled upon other female members of the father's family. The proper dower is regulated with reference to the following factors:

- i. Personal qualifications of the wife. Like her age, beauty, virtue, fortune, etc.
- ii. Social position of her father's family.
- iii. Dower given to her female paternal relations.
- iv. Economic conditions of husband.
- v. Circumstances of time.

Purposes of Dower

Mahr is so necessary to marriage that if it were not stated at the time of marriage, or in the marriage contract the law presumes it by virtue of the contract itself. It is essentially an element of the Muslim marriage that if there is condition on the part of the woman before marriage to forgo all her right to dower, or even if she agrees to marry without any dower, the stipulation or agreement will be invalid. In Muslim law the husband can divorce his wife whimsically and so the object of dower is to check and balance upon the capricious exercise of the husband of his power to terminate the marriage at will. It is not only protects from his unbridled power to divorce but also from his extravagance in having more than one wife. A condition to charge a huge dower on the occasion of his another marriage contract is enough to prevent him from enjoying luxury of having two, three or four wives. According to Islamic view, the dower has acquired being because the results of skillful arrangements, put into the very design of creation, to balance the relations between husband and wife (*Ahmad .Aqil, Mohammedan Law*).

Subject matter of Dower

The appropriate subject matter of dower is not only confined to a sum of money or property; it also includes personal services and other things. According to a tradition *Amir- bin- Rabia* said, "that a girl of the tribe of *Bani Fazarah* married on a settlement of a pair of shoes, and therefore the prophet said to her 'Are you pleased to offer yourself and your property for these two shoes: she said, 'Yes'. Then the prophet approved

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of the wedding.”(Mohd. Yusuf, I, 111-112). The followings were recognized as the subject of dower: a couple of dates (*Abu Daud*). A pair of shoes (*Tirmizi*). If the husband may be a slave, his services to his wife (*Mohit-Sarkhsee*). The services of the husband’s slaves to the wife (*Fatawa-i-Alamgir*). Husband’s services rendered to the guardian of a minor wife (*Durrul Muktar*). Teaching Koran to the wife (Tradition). In fact, the main contention of the Muslim jurist is that anything which comes within the definition of *maal* can be the subject –matter of dower. (*Rashid. S Khalid*. Ed-3rd, 1996).

The widow’s right of retention

Dower treated as a debt, and the wife is entitled along with other creditors, to have it satisfied on the death of the husband out of his estate. Her right, nevertheless, is no greater than that of any other unsecured creditor except that she legally obtains possession of the whole or part of his estate, to satisfy her claim with the rents and issue accruing therefrom she is entitled to retain such possession until it is satisfied (*Humaira Bibi vs Zubaida Bibi*, ILR,1916,38All,581). Dower is considered as a debt, which must be paid by the husband during the existence of marriage tie. If dower is not paid during marriage tie, then the property of the husband after his death shall be distributed among his heir after payment of debt, if any, including unpaid dower. She is entitled to appropriate the usufruct to realize the dower debt. But she has no right to alienable the property by sale, mortgage, gift or otherwise. (*Zaibunnussa Vs Nazim Hasan*, AIR, 1962, All). An example is given for proper understanding of the position of the widow. A Muslim died leaving a widow, a mother and a father. The widow’s dower debt is Tk.40, 000.00. The valuation of the property of the deceased is Tk. 1, 00,000.00. The heirs have the right to recover their shares on payment to the widow the amount of Mahr proportionate to their shares. Here Mothers get $\frac{1}{4}$ as sharer ($1-\frac{1}{4}=\frac{3}{4}$; $\frac{1}{3}$ of $\frac{3}{4}=\frac{1}{4}$)

Widow gets $\frac{1}{4}$ as sharer

Father get $\frac{1}{2}$ as residuary.

The widow, therefore, will contribute $\frac{1}{4}$ of 40,000.00= 10,000.00

Mother’s contribution is $\frac{1}{4}$ of 40,000=10,000.00 and

Father’s contribution is $\frac{1}{2}$ of 40,000.00=20,000.00

After deduction to Mahr (10,000+ 10,000+20,000) = Tk. 40,000.00

There remains Tk60, 000(1, 00,000-40,000)

Now wife gets $\frac{1}{4}$ of 60,000= 15,000 + 40,000(Mahr) = Tk.55, 000

Mother takes $\frac{1}{4}$ of 60,000= Tk. 15,000

Father takes $\frac{1}{2}$ of 60,000= Tk.30, 000

Right of wife about dower

Dower is marital unsecured debt. It doesn't make any charge on husband property. The wife is entitled together with other creditors, to own it satisfied on the death of the husband out of his estate. Her right, however isn't any greater than that of the other unsecured creditor, except that if she lawfully, with express or implied consent of the husband, or his other heirs, obtains possession of the full of a part of the estate, to satisfy her claim with the rents and issues accruing therefrom, she is entitled to retain such possession until it’s satisfied (*Hamira Bibi Vs Zubaida Bibi*, (1916) ,43.IA, 294, *Muhammad Sadik Ali Khan vs. Fakher Jahan Begum*, AIR (1934), Oudh.307).

Legal Mechanism to recover the Amount of Dower

No woman of the other religious nation except a *Muslim* has absolute rights of receiving Mahr or dower from her husband. In none of the communities besides the Islamic Nation, a husband is under legal obligation to offer bridal gift or dower to his wife. It’s only Islam which has conferred absolute rights on the wife to demand the maximum amount of dower from her husband as she desires, there being no upper limit, to amass it at her discretion and use and revel in it in keeping with her wishes. We all know that if the dower isn't paid, the wife and after her death, her heirs may sue for it. According to Article 113 of the Limitation Act 1908, for a suit to recover prompt dower is three years from the date when the dower is demanded and refused; or where the wedding is dissolved by death or divorce. Just in case of deferred dower, the amount of limitation is three years, from the date when the wedding is dissolved by death or divorce.

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As per section 10 of Muslim Family Laws Ordinance 1961, where no mode of payment of dower is prescribed in *Nikah Nama* or *Kabinnama* the entire amount of dower shall be presumed to be prompt dower.

Recommendation

For the security of the women, the courts should be stricter and ensure their rights of dower. The right of dower should not be reduced or curtailed by any customary conventions or turning a case of *Talaq* to *khula*. It is not enough to make registration of marriage is mandatory rather monitoring forces should be constructed for ensuring of payment of dower. Furthermore, a query should be effectively done to scrutinize the portion of dower money that has been really paid by the groom's part and what has been stated in the *Kabinnama*, equally not only at the time of marriage but also at the time of dissolution of marriage. Because there is a tendency to deprive the bride of her dower by deducting the fake price of jewellery on the part of the groom. So women should be more awake of her right for dower and it is the responsibility of the government, NGOs and civil society to circulate the knowledge of dower among society.

Women and guardian have to be more conscious and aware about the right of dower under *Shariah* and statutory laws of Bangladesh and to ensure women right of the whole amount of dower money. Social wakefulness should be ensured by introducing basic concepts of dower in the syllabus of primary or secondary education. Duties should be given to the Imams of mosques or to the Chairman of *Union Parishad* (local administration) to give alertness to the local people about women's right of dower.

Conclusion

Dower is the first right that woman takes over her husband very after her conjugal life. Under the Muslim Law, dower is an important part of matrimonial. Dower is a duty as well as an obligatory for husband. It's very difficult to recover dower by the women in Bangladesh from her husband in a simple way. Most of the Muslim female doesn't have any idea to receive any

dower at the time of marriage or after the marriage. The difficulty of receiving dower indicates that, on the one hand, there's evidence of growing support and protection of girls by allowing the wives to possess their right of dower. But on the opposite hand, there are attempts to scale back the number of dower by different way. However, dower does act as a bar for the husbands to refrain from divorcing their wives whimsically. The Quran, Sunnah and therefore the statutes of Bangladesh also approve it. The scenario of dower in Bangladesh highlights the contrast between theory and practice. Most of the dower cases, the payment of dower could be a legal obligation of husband to wife, whereas in social practice the question of payment arises only at the time of divorce not at the time of marriage. Dower is the financial safety allowed to a woman to satisfy her necessity after the dissolution of her marriage. So it's the compulsory duty of the husband to pay it and that they shouldn't be deprived from receiving it. In a nutshell, it can be said that Islam is the only religion that protects woman's right tone such being dower and permitting woman full ownership to consume the dower amount according to her spirits and needs.

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Conflict of Interest

Authors declare there are no conflicts of interest.

References

1. Ahmed Aqil, *Mohammedan Law*, 21st ed. (Allahabad: Central Law Agency, 2004), p.148.
2. Ali .Amer, *Mohammadan Law*, 6th ed. vol.II, (Dhaka: Shams Publication, 2002), p.432.
3. Chowdhury.ObaidulHaq “*Muslim Law*, 6th ed. (Dhaka: Al-Yakub Press),”
4. David Pearl & Werner Menski, *Muslim Family Law*, 3rd ed. (London: Sweet& Maxwell, 1998), p.180.
5. Faiz.Muhammed-ud-din, *Islamic Law*, 1st ed., (Dhaka: Shams Publication, 1998), p.102.

KYAU Journal, 5(2), 128-135

6. Fyzee .Asaf.A.A, *Outlines of Muhammad Law*, p-133(1993) Delhi
7. Fyzee, Asaf. A. *Outliness of Muhammadan Law*, 4th ed. (Oxford: Oxford University Press, 1974),
8. http://en.wikipedia.org/wiki/Women_in_Islam, Last visited 13Feb 2022.
9. Mahmood .Shaukt, *Principles and Digest of Muslim Law*, 6th ed., (Lahore: Legal press Centre, 2002), pp.52-53.
10. M. ThHoutsma (31 December 1987). E.J. *Brill's First Encyclopedia of Islam*, 1913-1936.
11. Monsoor, Taslima. *Gender Equity and Economic Empowerment: Family Law and Women in Bangladesh*. Dhaka: British Council, 2008.
12. Mulla, DF, *Principles of Mahomedan Law*, 1sted. (Kolkata: N. M Tripathi Private Limited, 1998), p.245
13. Nasir, Jamal J. *The Status of Women under Islamic Law and Modern Islamic Legislation*. 2nd ed. London: Graham &Trotman, 1994.
14. Rashid S. Khalid, *Muslim Law*, 3rd ed. (Lucknow: Eastern Book Company, 2002), p.82.
15. Tyabji.FaizBadruddin, *Muhammadan Law* (1966), Lahore.
16. *Dissolution of Muslim Marriage Act 1939*
17. *Limitation Act, 1908*.
18. *The Muslim Family Laws Ordinance, 1961*

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