



Review Paper

## The Rule flow of "Law Waiver" in Misyar Marriage and investigating its Obstacles

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### Abstract

*Marriage Misyar the conjugal that terms compromise parties, wife is cannibalized to often during the marriage, right to alimony and the Mbyt and in front of man is cannibalized also the right to prevent of employment and leaving the wife of the home and couples reciprocally is cannibalized to inheritance rights the syntax of act condition. Cannibalized the rights based on the principle of jurisprudence is "Cannibalized Right" that based on any entitled can be cannibalized the legal been applied for observance his status. But according to some cannibalized rights couples is faced with barrier "cannibalized right before the creation." because time marriage it is not obligatory such legal and cannibalized the destruction impossible and unthinkable rationally. Whereas it is not a barrier for flow rule cannibalized right. Because in Misyar marriage origination cannibalized is done at the time of concluding but origin its effect is realized at the time of creating the right and this separation between theme and origination it is conceivable credit affairs. On the other condition cannibalized rights couples is not contrary with due the nature of concluding but only would hesitate circle the applicable Concluding and not encountered with problems in this respect. Cannibalized rights couples does not oppose with sharia because what is unlawfulness cannibalized assignment and with cannibalized of rights couples by entitled, not remain thematic for task opponent in fact, task remains no subject and in this sense is without bug. So flow rule waiver at Misyar marriage practically is not faced with barrier indeed most of the contemporary jurists have chosen this comment and have legitimized Cannibalized rights couples.*

**Keyword:** Marriage, misyar, alimony, mbyt, right, decree.

### Introduction

In recent years Misyar marriage in Sunni communities is widespread but jurists cults disagree about cannibalized rights couples in this marriage. Although the public alimony and Mbyt the know the right of wife and barred from employment and leaving home the right man but some according to "waiver right before the creation" and some other with knowing illegitimate waiver this rights or its opposition to with required by concluding, flow right to rule waiver have encountered with barriers and as a result, have been attributed to no license waiver this rights. This article intends while explaining couple rights reviews one of the most basic characteristics rights that is same ability the right cannibalized, and flow rule waiver of rights in Misyar marriage the review and through the it obstacles and challenges ahead the explored to until reasons for this opposition some of the jurisprudents with waiver this rights be clear and be examined precision mentioned issues.

Although most jurisprudents Fatwas have to permit waiver of rights Couples in this marriage but rarely reviewed basics the decree and often have sufficed to issuing fatwas that in this article by writer try be unmasked hidden aspects of disputes and it basics and potential barriers be examined with criticism.

**Lexical meaning and idiomatic Marriage:** According to the famous quote marriage in word of truth in Vata<sup>1</sup> and in language Sharia is truth in marriage contract<sup>2</sup>. About terminological meanings Marriage some of the scholar's public and in particular have provided definitions in this field. The resulting definitions of Sunni scholars it marriage is a concluding that with its implementation benefits each of the couples from another be lawful on the legal side<sup>3</sup> and according to some is concluding that is contract allowable copulate<sup>4</sup>. The Owner Jewel marriage is not except transportation and dominance on pudendum and proof dominion over it<sup>2</sup>.

**Lexical meaning Misyar:** Some believe that Misyar, no lexical root but slang word that is common in the land of Arabia and is synonymous with daily visits<sup>5</sup>. According to another view (Misyar) with the lexical root of the word (evolution) is meant to move and password. Most proponents of this view believe that the Misyar is temporary exaggeration of course<sup>6</sup>. When called, Misyar man and Sayar, it means to "A lot of men walk" and because these marriages, the wife is called whenever a man and usually he does not shake him is not settled, why marriage is called Msyar<sup>7</sup>.

**Misyar definition:** In the long term fiqh books Misyar not be found. But contemporary Sunni jurists have offered numerous

definitions about it. Make their definitions are: Misyar Marriage is permanent and permanent kidney conditions such as offer and acceptance, love, and the presence of two witnesses are permitted, but it was true, parity relations between the parties and the rights and duties of the spouses against each other is established except that the stipulation or contract execution based on compromise and agreement before signing, or based on customary or moral commitment, many women their rights, such as: the parties mutually from his inheritance to pass to the other<sup>5,7,8</sup>. Shia clerics are the only person on the definition of marriage Misyar provided grand Ayatollah Makarem Shirazi and it says: "In terms of appearance Misyar marriage, permanent marriage with all its conditions, except that it is not entitled to alimony and inheritance conditional promise not to claim these rights on behalf of his wife, nor the lack of merit"<sup>9</sup>.

**Warrant of Marriage Misyar:** The Warrant the jurists consider marriage to be recognized Misyar four are: i. A group believe in marriage and its conditions are true<sup>8</sup>. This group, originally on legal contracts, including marriage, is Abahh. Therefore, the elements of each marry and have legal terms, are correct and lawful. While legal barriers and the lack of specific wording of the license is not entered and there is no legal obstacle to marriage Misyar not only the specific wording, It refers to the public and legitimacy of evidence implying that marriage is permanent, including marriage Misyar also be dismantled to comply with the law without drawbacks<sup>7</sup>. ii. A group is believed to be true and valid marriage terms it<sup>7</sup>. This group of jurists considers marriage as valid, because it possesses all the elements of a valid contract terms and conditions to know. But dismantled condition of the legitimate rights which God has given to all parties understand and agree that the cancellation of illegitimate and these conditions are illegal, harmful to the cancellation of marriage and a woman who could not enter some of your rights to request the be able to demand their rights and the rights of the husband to the wife, let's assume coma because, Alimony or Mabyt and its etc are not be dismantled (ibid). iii. A group is also believed to invalidate the contract and its terms<sup>7</sup>. The jurists consider marriage and override its provisions, and some have deemed it a heresy. From the perspective of these scholars, in addition to the terms of the marriage, such as alimony and Mabyt dismantled condition and the right to prevent the man from leaving and job abandonment wife (Qvamyt men) disagreed with the contract requirement, so the contract is void and conditions. iv. Other groups are allowed to stop<sup>10</sup>.

Because marriage is sometimes good and sometimes bad Misyar two sides are some scholars have attributed to a halt in this regard have not confirmed the theoretical<sup>5</sup>. It seems that inhibits some jurists permit sentencing that some people are indulge in this marriage and bend, and from some weak people exploited located institutions created for this kind of marriage they set prices. This situation makes the marriage license Misyar uncertainty and adverse effects, which sometimes leads to marriage, implies that it is corruption that led to this work<sup>10</sup>.

**The concept of right and its dismantled:** To the right and its many meanings in Arabic dictionaries mentioned that perhaps all or most of it back a sense of meaning can be mistaken for other meanings, such as proof of concept. It means that the credit way to batman duties (stability) and the validity of its participle (fixed) and this means that anything that has the credibility of the evidence and the way it is right to say appointment whether the evidence is such that the true God or a credit, such as preemption or cucumber<sup>11</sup>.

**Terminological meanings the right:** Different definitions of the sources of Sunni jurisprudence is fixed and non-repudiation Sutra; religious interests, rather than the special interests and the rights and benefits that he is entitled to assign religious Find something to someone about homework or the rule applies to all religious rights, civil and public funding will be based on whatever sutra proven and it has supported Shari'a<sup>12</sup>. Many Sunni jurists, the force of nature are a number of other provisions of the same law of cause and origin<sup>13</sup>.

**The rule of "law waiver":** The first and most important feature of the work and copyright information, as it is being dismantled. This means that for any owner of any right, deserved to be dismantled. About hire- renowned jurists believe that such a right is Ayqaat<sup>14</sup> so disposed, in a way that is willing to accept the other party does not fulfill its requirements. Many authors of books of fiqh rules of the debate titled "overthrowing the rule of right" have learned; this means that each owner can right your right to hire or to sign<sup>15, 16</sup>. This suggests that the ruling Muslim jurisprudence that it is mentioned as a rule. According to jurists in general terms, the conclusion is reached that this means overthrowing the rule of taking "cannibalized right" and Muslim religious earlier and later scholars have concluded that the public and in particular about it and it certainly does not deserve. So the general rule is that whatever is on the right as it is true to be dismantled.

**Documentation Rule the "law waiver":** About of rule authority documents Lcl rightful dismantled tricks, it is appealing for several reasons, the most important are mentioned briefly.

**Tradition:** Sheikh Ansari, an occasion that brought talk of Muscat Muscat, Cucumber House, the House of contract hire option, but I swear this is true Muscat<sup>17</sup>. Sheikh noted that further documentation judgment rule is "Llasqat Haq" and documenting the story of this rule, the Prophet (SAW): "Al Naas Msltvn Ali Amvalhm"<sup>18</sup>. Because the rule Mqtzay Tslyt , Hrzy right to dominate and deserved whatever wills can do is to indicate the priority of human beings is disclosing that the Lords is dominant , it will be just as dominant<sup>17</sup>.

**Due to the concept of rule:** Naeeni researcher believes that this matter: "Behold, the kingdom of the right to object, and the object of power is allowed and disposed of in a manner which would have the power to impose"<sup>19</sup>. The researcher's Khoi said:

"It means that the copyright holder is dominant deserved so that he can do whatever it wills". It is clear that the meaning is the same due to right and it can be presented as an independent reason.

**Consensus:** Researcher temperamental about it wrote: "The rule is certainly among jurists is that for the right, hire right." (Amolim) of jurists Sunni is about this quote consensus<sup>20</sup>.

**Executive officers and disposed to detect it in rational:** Imami jurists can be inferred from the words of some of the consider a situation where someone is wise to respect for his interests, like the stone, and the cucumbers and similarly, the law considers it to be dismantled and disposed of in accordance with the rule and in any case it does not, and is for the good in others, such as sentences, and non-wasted.; As for the good of the province and not by anti-piracy Molly and administer the deceased's interest, but the executor has granted to keep the interest of not maintaining the interest of a deceased executor".

Some rights are two aspects in common between God and me. I swear to God, it is more recent than those of the right side and my right side is dominant in other categories. Among the rights that God has given her orders, such as prayer and fasting. Dion and Al Naas property rights are absolute. Al Naas ignoring the sheer satisfaction of a servant of God rests on the consent of the rightful owner and repent to God alone is not enough. Alimony and dower, and the right to housing and the right to legal Mbyt are also considering the expediency wife whom God the man is considered to Hsrsh. These are exactly the debt component and religion also leads or is overthrown Clearance.

**Overthrowing the rule of the marriage Msyar:** According to what we can see so far rights that are disposed of in marriage Misyar, the wife is entitled to alimony and Mabyt. The proposed criteria can be concluded that the wife's alimony and Mabyt such rights and are disposed of in accordance with applicable rules. Alimony and Mabyt rationally think about what they consider to have regard for the interests of his wife's condition has been determined and it was right according to the rule, it is dismantled. Similarly, the dominance of women in relation to employment or did not leave the house without the permission of his including the rights of couples legislation for consideration by the couples has been dismantled in accordance with rules to be cannibalized by their rightful. Therefore, overthrowing law juridical basis of parity in marriage Msyar becomes clear. And the same rule base is dismantled, but inheritance hire professional couples leaving this debate that will continue to pay on it.

**Barriers the flow of "law waiver":** According to what was said, if the wife's right to alimony and Mabyt and dominating woman not to leave her employment, the right pair and all scholars agree on the rule of law dismantled because of the abandonment of the international law jurists disagree. Some Sunni jurists have said that in response to a clear and although

alimony and Mbyt wife's rights, but these rights among the general rule of an undertaking Alshkhsyh Alasqat are exceptions. They are available for hire as a barrier that prevents "We have dismantled Yjb trick" Ibn Qdamh also why it has Drmgghny. Some Shiite jurists have not accepted the result of the abandonment of the rights of way bet, because it has been cited about hire- law couples the same problem is presented. We discuss the lack of validity of licenses, "lemma we Yjb cannibalized" and circle it can be included to determine whether it is able to prevent the general rule would allocate dismantled?

**We hire Lemma Yjb:** The main obstacle in overthrowing the parity of rights in marriage Misyar - especially the way the condition is the result of right support and the right to hire and Mabyt Qvamyt man, with a stipulation dismantled and cannibalized We are Yjb Lem Lem Yjb we will also not correct, because time temporary contract enforcement are still entitled to alimony and Mabyt is not obligatory. Therefore, there are no such rights to be dismantled. Primarily we are reminded that wherever there is a right, so Brqadh be wasted. Talk feature dismantled before the creation potential is raised. Normally this discussion about overthrowing a cucumber before signing dismantled before selling pre-emption, clearance religion that does not exist yet, as it is discussed in the books of fiqh<sup>7</sup>.

**Cannibalized "Unless must" in Imami jurisprudence:** Imami for invalidation of the law in our abandonment Lemma Yjb Two reasons were cited: i. Hire us Yjb lemma is impossible rationally Vmahyta<sup>2</sup>, because the thought of destroying something that is not possible. It also will belong to the destruction of seized Dranchh not impossible, it is impossible. Moreover, even if it may be wasted, nothing is vain, such as destroying something that is nonexistent, resulting study was not helpful. ii. Consensus Imami jurists Brbflan hire us Yjb lemma.

**Cannibalized "Unless must" in Sunni jurisprudence:** According to Sunni scholars, be dismantled condition being that it is the right time to hire is available. So from their perspective right yet dismantled is void. By examining all views and opinions, they seem to be the main reason they can not be executed right overthrowing intellectual. In this case - according to what was said in the previous debate - if we dismantled the lemma Yjb hire the right place and its proof we promised to invalidate the vehicle will not be among them. Especially the public jurists generally accepted suspension dismantled and disposed of so that we know the trick Yjb a suspended dismantled. Note that, Drfqh Sunnis, the acquisition or abandonment of the suspension can be distinguished: the acquisition, the suspension is not correct. However, once dismantled, the Asqataty that there is an element of the acquisition such as survivorship and cucumbers, the suspension is lawful and right on Clearance there is a different matter: it is not correct to some jurists suspension, but other scholars have accepted suspend Clearance.

**Obtain Words:** We dismantled the purpose of this discussion lounge Yjb dismantled or disposed of proof necessary to establish the right place at the right, or in a sense, a continuation of the leave until the time is right. So hire the lack of it in no time, which is not rationally be expected in nature, out of topic and so it has been said Bnabbranchh valid claim our hire Lemma Yjb unacceptable, particularly where the evidence is considered in overthrowing the right place.

From this description it is clear that the maintenance contract hire and Mbyt Msyar Qvamyt right guy and probably will not encounter any problems in this respect. The general rule concerning rights - as I said - it is the "rightful Lcl dismantled tricks" and overthrowing the rights triple barrier "cannibalized our nullity and void Yjb" is encountered. Because in addition to being flawed nullity and void Yjb hire us, we must distinguish between the two hypotheses topics and philosophers, that is the purpose of maintenance and Mabyt and Qvamyt hire men to destroy the law at the time, and not their destruction, is the abandonment of unconscionability is void and ineffective, but if you hire the right hire for the purpose of fixing them in place and make them rise and is not an obstacle to it. The essay will be dismantled at the time of marriage, but the origins of its effectiveness when establishing the right place and that there is essentially wasted and rationally as possible. So it is impossible to prove hire the right time is not proof. Therefore, the right to hire and possibly alimony and Mabyt Qvamyt man has the right to hire contract Misyar the general rule in this respect is no problem.

**The opposition of contract requirement:** Unlike the parity of rights in marriage Msyar some cannibalized condition required by the contract has been canceled and it is known<sup>7</sup>. The answer is twofold appropriate contracts: nature and Mqtzay requirement applies to contracts, the contract is required by the nature of which is such that if the contract is not achieved without the requirement rule, the contract either religiously Lghh is ruled out, or Orafa. But marriage is defined as any matter required by the legislator Brqd it is for the contract, the contract is applied and it demands. Although no hoax legislator, it is possible to achieve. Like the holy legislator on marriage has forged permanent alimony obligation. Therefore, we must state that the condition is false, due to the nature of marriage is Msyar when conditions otherwise applicable requirement is married to distinguish. Unlike the condition required by the contract itself, destroyed or altered the nature of the contract and therefore the contract will be void and the condition of both. But unlike the condition required by the contract refers only to the narrow circle which means the contract is void and no contract and therefore not provided .and only a narrow circle of the contract referred to and there is no impediment in this regard.

**Opposition with Sharia:** It may be argued that overthrowing a requirement to comply with Sharia law (the Book and the Sunnah) is rejected. Alimony payments and pay the lawyer's right to die Mabyt homework assignment is considered to be

divine, not dismantled. It should be the wife alimony and Mabyt from the right and the duty to pay it on behalf of the couple. Compromise on the task of stripping couple is definitely illegal and vitiate. But compromise on overthrowing the wife towards maintenance and Mabyt is no problem. As a result, even if the marriage be null and void Misyar compromise on overthrowing the assignment is effective immediately. The assignments and rulings Asqata and Asbata is because the legislator. But if you compromise on the right to hire and wife alimony and Mabyt be disposed of accord these rights to other couples on this topic to task remains. This discussion also raised the couple's rights to hire the right cannibalized by his wife remains subject to duty.

## Conclusion

Msyar is a marriage that is held marriage contract by the availability of all -purpose, Components, and Accessories marriage and the loss of all obstacles, however, the conditions implied in the contract or other contract or agreement that couples alimony and Mabyt women's rights, and the right to prevent the employment of men and women be able to exit the current condition or result to hire and inheritance rights of the parties are able to hire the verb condition. Basis for overthrowing the rule of the jurisprudent is dismantled. To protect the rights and best interests are the rightful considering his situation, and he can hire his right to his own interests. "We have dismantled Yjb trick" also stands for the rule is not dismantled. For the purpose of overthrowing the rights, and the emergence of overthrowing them in place and make them prove to be an obstacle therefore it does not exist. The essay will be dismantled at the time of marriage, but the origins of its effect in the right place and time wasted that could rationally be expected in nature. So it is impossible to prove hire the right time is not proof. So hire the right support and the right man at the marriage Misyar Mbyt and maybe principle function is dismantled right in this respect is no problem. Of course, the right to hire specialized withdrawal of inheritance is discussed. Inheritance is one of the commandments and ordinances of the legislator, but many jurists Asbata Asqata and hire the right of inheritance between spouses are allowed to act better bet.

On the other hand cannibalized required by law to comply with the object itself does not have a contract, the contract refers only requirement is incompatible, causing restriction refers to the circle is permitted. Sharia law also does not contradict the rightful cannibalized by the abandonment obligation to pay a couple of Mabyt and wife is opposed to Scripture and tradition. But rightful cannibalized by the parity law will not hinder alimony and Mbyt woman 's right to hire , because the situation is right for him and he could regard those rights to Astyfa' or dismantled and disposed of these rights by rightful does not remain subject to the other party and homework assignments will be subject immediately. Similarly, if a couple has disposed of his rights to remain subject to the duty of the other party. Similarly, if a couple has disposed of his rights to remain subject to the duty of the other party. So Misyar marriage

dismantled by the rightful demands and objections will be disposed of in accordance with the rules contracts and holy religious nature does not hinder the flow rule Misyar dismantled in marriage. Therefore, most scholars believe Fariqyn license these rights are dismantled.

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