



## The effect of Moautut on Marriage Contract

Ali Ansaripour<sup>1</sup>, Mojtaba Nikdousti<sup>1</sup> and Alireza Fasihzadeh<sup>2</sup>

<sup>1</sup>Department of law, khorasgan (Isfahan) branch, Islamic Azad University, Isfahan, IRAN

<sup>2</sup>Department of law, University of Isfahan, IRAN

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### Abstract

*The main objectives expressed by human is words, other matters take colors in light of these words and can be calibrated of words. However, other means of expressing intent at the contracts and Ighaat are appearance at law Science. Matat at contracts, has been considered by scholars from the past and what about it been issued diverse opinions; a group of jurists not discriminate value for Matat and some also have proposed other comments. Nowadays less is a faqih that at contracts Mavzy, value is not for Matat; because since the beginning ijthihad in jurisprudence namely of the time Sheikh Mufid hitherto renowned Shia jurists using the certain rules of rational and taking advantage of method continuous intellectual and citing the sustainable practices approved by the Shariah and attached to this matter the contract is category meaning and ahoy has no influence in nature of the contract, valuable results have in conjunction with signing Mataty and nowadays marriage to Wife knows its counterpart; also legally there is no difference how will In announced with ahoy or non-Ahoy offer and acceptance. But what in the meantime been abandoned, talk about marriage contract is that been excluded these rules and for that reason not mentioned; renowned jurisprudents for Matat do not value, but there is consensus in this regard. Also law influenced by the famous juridical a verbal offer and acceptance of the condition known marriage and this also has been a general belief among the lawyers. However, all arguments Matat Sale also is included Matat marriage.*

**Keywords:** Contract, matat, selling, matat marriage.

### Introduction

**Explanation of Mataty Marriage:** Mataty marriage correct theory has led some innovators to become topical again. As it will be discussed and some jurists some of them have shown interest in the possibility of running Matat and it seems to have been resorting to arguments on the validity of evidence other than news and Sire Mataty marriage. Jurist of the comments so far have been based on the life of the contract executed by the deputy special concubine. Of course, a theory of verbal offer and acceptance in the law calls for is split into two theories: Some believe the words of the marriage proposal and acceptance seizure; Parity effect is uncertain terms that the only source of the holy law is approved. In other words the effect of parity is a good idea. Thus, the purpose of this article is Mataty jurists of marriage, marriage without concubine (literal) and marriage with a concubine in any given marriage Mataty do not know, even if the words used, not the specific words and other words in Persian.

### Comments jurists in the absence of a marriage license

**Matat:** It is the consensus of Muslim scholars Helit Vaty has stopped the verbal offer and acceptance the offer and acceptance will be explicitly denote the cases<sup>1,2</sup>. All jurists believe in marriage, the word is valid; otherwise the contract is entered against it and in no way Matat flow<sup>3</sup>. Current Matat is not married or married name because it generally does not apply to Matat or because it assumes that the true marriage Matat,

through consensus, and the text of Scripture and tradition will not affect the respective but the necessity of religion<sup>4</sup>.

Imam Khomeini (Rahmat Allah) says about marriage sometimes think that actually it is not possible to act to suppose that the act of marriage is associated with the anti- marriage, anti marriage that is adultery; apart from the customary marriage and marriage as adultery - it promises to be, how to act - but for example, if a man and woman talking and decide to get married and then a amarried woman to make a home and raise a dowry man admitting he agreed to do at home, because the parity is achieved Mataty and orders of alimony and the necessity of it, and it is associated, the actual feasibility of the concept of marriage is correct and if so Taazor, the verb is located and thereby it becomes clear that the verb is halal<sup>5</sup>.

Ayatollah Khoi says in the contract, this is not Matat because they act against those involved in is marriage, it is anti-adultery and obviously in the composition of something by gathering proof that it is not possible, there's no doubt<sup>6</sup>, but we've answered the downside the former. Matat the general rule in all contracts, and the contracts being honest labels on everything from contracts to Matat is done; as a verbal contract without any difference, but this is the exception, marriage and death to those who have no current Matat<sup>7</sup>. In response to a question about the marriage of the late Ayatollah Bahjat Mataty stated: "Matat not about marriage" (Collection of juristic opinions on legal matters, 1/69). The late Ayatollah Gulpaygani have stated: "Adultery is

forbidden" (Same, 70). Ayatollah Khamenei said: "not legitimate" (Same). Ayatollah Safi Gulpaygani writes: "In marriage, this is Matat" (same), and other scholars.

## Methodology

**The absurdity of the idea of marriage Mataty:** Imami jurisprudence theory Mataty nullity of marriage has a lot of credibility. Almost all the way against Jurisconsults has discussed marriage, the importance of verbal offer and acceptance is stressed. For example, Imam Khomeini (RA) have stated in this regard: "marriage two parts: a permanent and unbroken, and each of them needs to be comprised of the contract and a positive acceptance of Governors"<sup>5</sup>. Permanent and temporary marriage is twofold marry each requiring a verbal offer and acceptance are included. He also stressed that they upon consent of the parties is not sufficient and Mataty heart is the most current transactions, the marriage is not enough. Phrase that was quoted similar can be seen in most of juristic sources<sup>8-12</sup>. The terms of the offer and acceptance of a group of jurists discussed and put protested to the discussion of the verbal offer and acceptance are not necessary. Because of this fact, it is obviously for them.

Some scholars about the importance of verbal offer and acceptance marriage until they have gone there before marriage without the concubine Sefah (adultery), they read like Sheikh Ansari, who wrote: «The broiler for Atbah by permissible and not palmatat to it and marriage advantage for the assassin, because it is also often compromise»<sup>13</sup> (indeed Foroj with Abahh and Matat solvent is not too different from Sfah marriage and temporary marriage, because compromise is often Sfah). The story of a great leader like Sheikh Ansari eccentric looks. Because there are many differences between marriage and Sfah Mataty a compromise. Mataty in marriage, consent and the consent of the parity heart somehow be announced; while Sfah consent of either party does not comply with adultery. In this case, how can the two are compared with each other. Khoi word of criticism of late Sheikh Ansari has stated that: The difference between marriage and Safah not in word, because sometimes literal, two heterosexual relationships are Safah and sometimes without words, in relation to the marriage. He points out the difference between marriage and Safah, a credit issue. That man, woman to woman, and the credibility, man woman couple would validity. Sheikh also spoke only on the particular verb (often) applies and does not apply to other calls adultery<sup>14</sup>. As previously mentioned, contemporary jurist verbal offer and acceptance are considered essential in marriage the following discussion will examine the evidence for this theory:

## Results and Discussion

**Qaelyn Evidence to Invalidate Mataty Marriage:** In terms of jurisprudence, to prove the nullity of marriage without the concubine, the reasons have been adduced. Thus, the primary reason given by the points and then we will review it.

**Verses:** Verse 21 of Sura Nisa requires: "and if you decide to choose another wife rather than his wife and Financial Abundance (as a seal) you paid him something to do; taking back the love of women, to resort to slander and manifest sin? And how to get it back, complete contact with each other while you have intercourse? And (furthermore) the strong alliance (marriage) you have? Some scholars have tried to reconcile this verse with regard to its validity, interpretation discussed and it would result in the invalidity of marriage Mataty. Leader in interpreting these narratives are divided into three categories: The first group argue, has implications for the credibility of the narrative and the inadequacy of words to heart happy in fulfilling marriage and even believe this story has clear implications for the inadequacy of words pronounced otherwise specified. Ayatollah Khoi believers of this theory and wrote: The story of the credit terms and satisfactory cardiac insufficiency, but the clear implication is a certain inadequacy pronunciation of non- words<sup>14</sup>. The second group believes the above story illustrates the need for temporary marriage<sup>15</sup>. However, the leader of the third group was discussed the implications of the foregoing narrative forms and have stated: The above verse in inguinal Mataty marriage is not valid. According to the interpretation of the verse mentioned above, the conventional expression is common. In other words, the verse right up temporary marriage with proves and requires no temporary marriage is not invalid<sup>16</sup>.

**Narratives:** Some scholars believe that marriage is no marriage of words and so is not the same as adultery, whether it is forbidden therefore, to reject his marriage proposal and acceptance Mataty has focused on the importance of words in marriage and the traditions that have cited this particular case are considered. "Khalid bin Alhjjaj" that quoted Imam Sadeq (AS) said: A man comes and says: the fabric you buy and do such and such interest. Imam said: is it not the case that if you wanted to leave, and if you wanted to be? I said: Yes, it is. Imam said: (No obstacle, indeed, the word that is lawful and this is forbidden to Word)<sup>17</sup>. How argued above, it is narrated that Imam narrative theology is called the resolving of Muharram it turns out the word "Indeed" in the narrative of the siege. As a result, only the word of the solvent and is confidential and otherwise has no effect. On the other hand, although the top story concerns regarding the sale, but the following gives the general rule. So the general rule is an expression of its provisions in all contracts, including marriage and Ayqaat flows. As a result, Matat contracts, including marriage has no effect<sup>18</sup>. The above arguments, the weak version of the document because of the unknown, "Ibn Hajjaj" has multiple forms<sup>18</sup>.

First, the meaning of the term Imam is mentioned briefly. Sheykh Ansari has mentioned about the four possible only on the basis of a risk, the effect of negating the word Imam is Matat contracts and that is what is meant by the word of the Imam's words, verbal evidence is analyzed and sanctions; that embargo object and its analysis can be done only with speech and with

the single intention of words or actions, with the intention that it implies, will not happen. Undermine their chances writes: If this possibility is correct in saying Imam Allocation is most needed. Because many contracts, Matat accepted. Furthermore, if this possibility is correct the relationship between the narrator and the response Imam disappears<sup>13</sup>. According to the above explanation of this hadith can not conclude that the nullity of marriage Mataty and maybe that's why most of juristic reasoning as Mataty nullity of marriage, the narratives are not cited.

**Practical Principles:** Some opponents have cited the practice of proving the invalidity of the marriage Mataty have stated below: i. "Article Astshab" Late Naraghi writes: "Answer in marriage formula for assala not arranged without the effects of marital"<sup>15</sup>. Concubine in marriage is necessary because it is not associated parity principle is that without the temporary works. When the parity of sequence was offer, the acceptance is non- verbal question, Astshab primary requirement, failure to comply with sequence work on it. ii. The "precautionary principle" may be said, marriage is very important and it is unlike other contracts. Bobby owns the Shia means "caution necessary in marriage" assigned to it that indicate the need for caution in marriage is clear. The issue of marriage, so this requires the marriage is sure that it is properly while there is no confidence in the validity of marriage Mataty.

**Consensus and Muhammad Muslims:** Substantial sum for the supreme necessity of a verbal offer and acceptance in marriage have a consensus document. Sheikh Ansari pointed to the consensus of Muslim scholars on the necessity of marriage has expressed verbally: «Collect scholars of Islam - as stated by more than one - on the grounds out of the formula in the contract marriage»<sup>13</sup>. Islamic scholars have consensus - the group that stated - on the temporary marriage is necessary. Austerity is the claim of consensus<sup>9</sup>. Hadaegh owner claims that marriage should be a verbal consensus of scholars and public property<sup>10</sup>. Imam Khomeini also wrote: "«Rhythm marriage in Matat, abuse Ertekaz michrah and at peace with owners"<sup>5</sup>. Even jurist like Naraghi, if the marriage is words "essential religion" is called<sup>15</sup>.

**Marriage correct theory Mataty:** Despite being incomplete, the validity of the arguments opponents of marriage Mataty and Bugs on this theory (which was described), mataty marriage has no place in the jurisprudence of the correctness of the theory and almost no scholar has been the name that is attached to the correctness Mataty marriage. The owner of the jewelry, health, marriage, and non -specific words attributed to Faiz Kashani and a group of Zahryh saying: "Yes probably emerged from virtual marriage and some of our companions sufficiency obtaining consent from both parties and the occurrence of the word signifier marriage"<sup>12</sup>.

Some authors have removed this phrase so that some of Faiz Kashani Zahryh Mataty marriage as valid<sup>19</sup>, while this

impression is false and statement jewelry holder has no relevance to this story. Mataty discussing marriage and marriage Matat means no verbal offer and acceptance, while the above statement is probably true of marriage to non -specific terms; the special relationship between the parties arising from the inner satisfaction and the satisfaction expressed by words is not approved by the holy law. The contents of the discussion come back the next owner of the jewelry as well. In recent years, some entities, wed Mataty correctness of theories have been put forward including: "Marriage or marriage contract is any language that is true and if its non- specific term "Ankahat" or "I done the marriage", if the flow is made between women and men, how to write or say or mention, or any other basis which clearly implies do not marry enough. If the shoe to put on shoes or offering sweets to each other or any other feasible point and the reasons for their customary marriage, it is no longer enough for a concubine or Arabic and other languages are not necessary. It is known to play a major partner and adultery is not the case, rather the purpose of marriage and the creation of new life, either permanently or temporarily"<sup>20</sup>.

**Believers in marriage correctness proofs Mataty:** The theory of some verses and hadith to prove their claims, benefits will be studied.

**Verses:** The Quran says: (those who believed fulfill contracts) (Maedeh, 1). In another verse states (their promises, you will be held accountable for the promises) (Osara, 34). The most important evidence for the validity of marriage Mataty, the above two verses that indicate the need to fulfill the covenant. The verse above is how the argument on the need to adhere to the contract or covenant (SWT) has commanded. The word "contract" to a local collection and preparation of contract and that's why the word is generic and applies to any agreement is a contract, it is true; including contracts that are current among people, such as sales contracts and marriage, etc. Persons or their close bond and swear like a certain task or not<sup>9</sup>. The word in the verse above contracts is not absolute latitude and the true meaning of any contract or covenant, the word is not involved. It is necessary and it does not form a contract or covenant, consent of two people to create a legal effect, and declare and proclaim it by any means clear whether the term , point out the new entry, and have a verb.

**Narratives:** To prove the validity of marriage Mataty, to some traditions may also be argued. Story of Noah Bin Shoab, the story of Imam Sadiq (AS) is quoted saying: a woman came to the second Caliph and said, I have committed adultery, please purify me now run through penalty. The caliph ordered the stoning. The news of Imam Ali (AS) came and asked how his wife of adultery? He said in response: (a desert crossed, hard thirsty and I asked a man in the desert got water. I refused to give him water, but he would give it. So I killed my thirst and feared for his life, gave me water and I've already asked him subservient. Ali (AS) said: The God of the Kaaba is the coupling). This version of the argument is that the men and

women of the desert, a deal has been done and that evidence of marriage is uncertain terms. Imam Ali (AS) said: This is a contract<sup>21</sup>. On this reasoning, the problems are: i. version of the document is poor; because the document called "Ali bin Hassan" and "Abdur Rahman Ibn Kathir" observed that the poor count and charges imposed Hadith This narrative not reliably<sup>14</sup>. ii. The Chairman and the following conflict narrative because, according to the first part of the story, she finds her guilty and she thinks prostitution is guilty and should be punished, it turns out that the man is essentially a desert in their relationship, not marriage; iii. Conflict with Another version of this story, this story is told otherwise. According to the story, when she asks about him as the Caliph to implement and Khalifa also ordered the stoning of Imam Ali (AS) when he hears the details of the incident, saying: "This said that God Almighty is forcing non-Karabakh nor returned no sin on him this non-aggressive and marriage Fajl process" therefore, the above narrative is a foreign issue.

Thus, certain traditions that may have implications on the validity of marriage Mataty, all of them are unreliable. As a result, the main reason that the public health is Mataty marriage contract and pledge to fulfill the necessary verses.

**Base contracts belonging to the intended:** i. Follows the signing of the contract cannot be implemented without the intention of going to mean; as leader of the noble intent requirement in terms of contracts with other conditions have been noted. For example, the late Sheikh Ansari said in this regard: one of the conditions is that believers marry his concubine pronounce that they are going, and that means going to the health condition, condition is not fulfilled the contract, including issues which are not in dispute and form do not hesitate to his share. So, if anyone is in error or wish to pronounce a concubine means a composition that does not have spelling marry is not signed<sup>13</sup>. In order to comply with this ruling is that no credit or asleep or drunk or ignorant person who does wrong in stating its intention (Article 195 of the Civil Code reads: if someone is drunk or sleep or anesthesia in the trade deal is canceled due to lack of planning). ii. The purpose of the contract complies with the intent of complying with the contract and that the intent of the Believers; that we know of any special exhibits will marry. Sales contract for the transfer of ownership change is due to the effect of marriage, as well as achieving parity the special effects and marry his works are personal and different qualities; For example, the sales contract can be signed with a betting cucumber or cucumber or abandonment of all married couples are entitled in certain circumstances to take, and so on. What kind of contract to marry, and also other conditions and is intended to function. It is going on here, but there is no contract term and also the repentance that is called it is a heart and the soul inward repentance and forgiveness mere words cannot be called repentance if the cases are praised, or to credit his story of remorse or because the internal and external aspects that word repetition and indoctrination of the human spirit and been influenced by the fact that repentance is to repent

to be achieved, in turn it also intend to approach the realm of the contract term, the effect is not found. Yes, wherever marry early to conclude that (the mean priority ranking) is available witting and in fact intend to marry as any type of sex for the terms of the front rank, but there coincided with its terms will be realized.

**Realization of intent and determination:** We intend to be an act of will and mind and ego and stop acting like the other acts on the steps that should be mentioned: i. Imagine that means paying attention to something that will be necessary before it can be considered a disciple and messenger. Before buying a car, people will say it in your mind can imagine. ii. Evaluation of object imaginable: the autonomous object that man can imagine is that the process of inquiry and reflection; realization of the harm man has imagined what measures to if you win her over her loss is her determination towards achieving it accrues. iii. Belief in point: After thinking on your problem and your interest in realizing the vision believe that its occurrence is useful to him; although in some cases this belief may not correspond with reality. iv. The desire: this is human instinct is to seek the benefit of believing anything, the desire to be sure that it however, it is the desire of both elementary and high barriers or loss caused by negligence or she certainly achieved. v. Rise of the intention and the will then that person would not hesitate to present or in other words the joy he will come forth to seek to resolve this case turns and if you wanted to fulfill his purpose external devices that need to be resorted of course this is out of the will and its prerequisites.

**Sorts:** Intent and determination is one more thing but to their credit, it is not stated if he was mentioned in two parts, it is controversial whether the criteria in the contract is the intention and will of the inner in the fifth step of the planning process and will fulfill the mentioned or is it a measure of intention and determination to reach emergence stage it is intended to be interpreted visually. This is further explained in two parts as follows: i. Sometimes people after introductory period will end up going in the fifth round, where he met the intent and will of the soul is and it is the his intention for the other man 's secrets, it is interpreted as an inner intention. ii. But sometimes this stage is exceeded and the current commit is that it represents the will of his inner he issued the act or promise, expressed as a backend like this that gives money to buy bread and this is a temporary or term which is interpreted as an intent look.

However, the issue is whether the measure complies with the principle of intention to marry, it is the intention of the inner or is the intent and determination is reached that stage of emergence; although in many cases the result of each of these two going to be the rule however, where the interpretation of the intent and will of the carrier, its true intentions so that the soul exists does not correspond with the apparent intention of going inward and so is the question whether in contract or Ighah will measure the inner and external validity, it is not accomplished if the contracting authority or Ighah that we value because it is

considered the discoverer of going inward or not; what is the value and validity of the will and the intention is apparent expression of an intent to violate the intent of this is esoteric and the official contract signing of the Parties to the inner surface does not exceed the value declared invalid.

## Conclusion

The contract or other information in Ighah should be declared an intention to somehow and this is the judgment rational for questions and issues that only comes in anyone's mind but unlikely emergence stage no validity and value and the decree also is for the good of human kind and prevent disorders of the human system. But it should not because we offer a definition apart from other contracts of marriage contract and it to introduce non-sensual and instrumental and vocal.

The role of wise legislator, signed or not signed is what the Party has created and signing each of them can express their particular circumstances. The first principle is that they have all signed deals except those who did not sign, he has been contracts are not exempt from this rule, since their expression does not play any role in their realization; Therefore, it is the esoteric ruler is planning to announce its intention unless specific reasons need to be considered else return true the government would be limited to an inner determination.

With respect to the public contract and pledge to fulfill the need and intent of the rule of law in Iran inward determination, whenever men and women who compose comply with the intent of going inward to explicitly declare such parity is created. They needed verbal evidence that will be brought by the declaration, is incomplete and unreliable. Because juridical validity did not relevance the term of the marriage although the holy legislator explicitly not allowed to accept marriage Mataty and but did not reject it and in the silence of the legislator can be submitted to public health advocates marriage was Mataty it seems that this is correct.

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