

A REVIEW OF QUR'ANIC VERSES ON MAHR IN ISLAMIC FAMILY LAW

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ABSTRACT

This study re-examines the concept of mahr in Islamic marriage through a critical analysis of Qur'anic verses, with particular attention to its normative, ethical, and socio-legal dimensions. While classical fiqh literature predominantly discusses mahr within a legal-formal framework—focusing on minimum requirements, validity, and contractual consequences—limited attention has been given to its broader function as a mechanism of protection, economic security, and gender justice in contemporary contexts. Addressing this gap, this research employs a qualitative library-based method using tafsir tahlili (analytical interpretation) and muqaran (comparative analysis) approaches. Key verses examined include QS. al-Nisā' 4, QS. al-Baqarah 237, and QS. al-Nisā' 24, supported by classical exegetical works and modern Islamic legal scholarship. The findings demonstrate that the Qur'an conceptualizes mahr not merely as a financial obligation but as an ethical instrument grounded in sincerity (nihlah), justice, mutual agreement, and moral responsibility. Furthermore, mahr functions as a financial safeguard, particularly in cases of divorce, reinforcing women's proprietary rights and dignity. This study contributes to contemporary Islamic family law discourse by repositioning mahr as a normative foundation for equitable marital relations and as a relevant framework for addressing socio-economic challenges in modern Muslim societies.

Keywords: mahr, Islamic family law, gender justice, Qur'anic interpretation, women's rights.

1. INTRODUCTION

Marriage in Islam is a social and spiritual institution built on the principles of justice, responsibility, and protection of the rights of each party. Within this framework, the dowry occupies a fundamental position as a husband's obligation and a woman's full right that cannot be transferred to another party. The Qur'an explicitly commands the provision of a dowry to women as a form of respect and recognition of their dignity (QS. al-Nisa' [4]: 4). Normatively, the dowry is not a price for a woman, but rather a symbol of moral commitment and responsibility in building a legitimate and dignified household (Fahmi, 2024; Yulianti, 2021).

In classical Islamic jurisprudence (fiqh) literature, discussions of the dowry generally focus on legal-formal aspects, such as the minimum limit, the legitimate form of dowry, and the legal consequences if the dowry is not met (Ibn Kathir, 1998; Ar-Razi, 2000). Scholars of various schools of thought agree that the dowry is a consequence of a valid marriage contract and is the full property of the woman. However, this approach tends to emphasize the normative and legal dimensions, while the socio-economic function of the dowry as an instrument of protection and empowerment for women has not been thoroughly explored in the contemporary context (Beddu et al., 2024).

Current social, economic, and cultural developments indicate that the practice of dowry does not always align with the principles of convenience and justice taught by Islam. In some societies, the dowry is often perceived as a symbol of social status or family prestige, potentially creating an excessive financial burden and even fueling inequality in household relationships (Cut Dinatul Hayati et al., 2024). On the other hand, Islamic feminist discourse emphasizes that the dowry provisions in the Quran essentially affirm women's property rights and serve as a mechanism for financial protection, particularly in situations of divorce (Ramadhani & Huda, 2023). This situation demonstrates the need to comprehensively revisit the concept of dowry, not only as a legal obligation but also as an ethical and social instrument.

A number of previous studies have studied dowry from the perspective of normative jurisprudence, *maqāṣid al-syarī'ah*, as well as thematic interpretation (Sulfa & Khair, 2025; Khotibi, 2023). However, studies that systematically integrate linguistic analysis of the Al-Qur'an (such as the use of the terms *ṣaduqāt*, *nihlah*, and *ujūr*) with a comparative approach between classical and contemporary interpretations are still relatively limited. In addition, there has not been much research that explicitly positions dowry as a normative framework for responding to modern socio-economic challenges in Muslim marriage practices.

Based on this gap, this research aims to analyze the verses of the Qur'an relating to dowry through the *tafsir taḥlīlī* and *muqāran* approaches, in order to understand the construction of women's rights from a Qur'anic perspective. Specifically, this research answers three main questions: (1) how do classical and contemporary scholars interpret variations in the terminology of dowry in the Al-Qur'an; (2) to what extent the dowry is positioned as an instrument of protection and justice in the household; and (3) how relevant the Qur'anic concept of dowry is in facing social, cultural, and economic challenges in the modern era. Thus, this article seeks to provide a theoretical contribution to the development of Islamic family law and offer a normative basis for the implementation of a dowry that is fair, proportional, and oriented towards the welfare of the community.

2. RESEARCH METHOD

This research uses a literature study approach, namely by reviewing and analyzing various written sources relevant to the topic of dowry in Islamic family law. The primary sources used as references are verses of the Qur'an that discuss dowry, accompanied by a review of interpretations to gain contextual understanding and in-depth meaning. In addition, classical and modern fiqh literature and books on Islamic family law are also

used to strengthen the analysis, compare the opinions of scholars, and review the practice of dowry in a contemporary context. This approach allows the research to present a comprehensive and focused review of the interpretation of the Qur'an and its relevance to the implementation of dowry in modern society.

3. RESULT AND ANALYSIS

Dowry as a husband's obligation

Dowry in Islamic family law is a sharia obligation expressly mandated in the Qur'an, specifically in QS. al-Nisā' [4]: 4.

وَأَنۡتَوِا النِّسَاءَ صَدُقَاتِهِنَّ نِحْلَةً فَإِن طِبَن لَّكُمۡ عَن شَيْءٍ مِّنۡهُ نَفْسًا فَكُلُوهُ هَنِيئًا مَّرِيًّا

"Allah commands that the dowry be given to women as a sincere gift and given willingly. If the wives then, of their own free will, intend to give part of it to their husbands, it may be accepted and utilized with open heart and without hesitation."

This verse emphasizes that the dowry is not merely a formality of the marriage contract, but rather a woman's right that must be given directly and sincerely. From a linguistic perspective, the use of the term *ṣaduqāt*, derived from the root ṣ-d-q (truthful/honest), indicates that the dowry carries symbolic meaning as a manifestation of the husband's honesty of intention and sincerity in building the marriage (Sulfa & Khair, 2025). Thus, the obligation of the dowry has both spiritual and legal dimensions.

In classical exegetical literature, the obligation of the dowry is understood as a radical reform of pre-Islamic practices, in which the dowry was often given to the guardian rather than the woman. Al-Qurṭubī explained that Islam prohibits this practice and mandates that the dowry be given directly to the woman as a full ownership right (Mahfudzoh, 2024). This assertion demonstrates that the dowry serves as an instrument for protecting women's economic rights while strengthening their legal position within the institution of marriage. Therefore, the obligation of the dowry cannot be separated from the principle of distributive justice in Islamic law.

In Islamic jurisprudence, scholars of various schools of thought agree that the dowry is a legitimate consequence of the marriage contract, although they differ on its technical details. The Hanafiyah school emphasizes that the dowry is a woman's right due to the contract or valid marital relationship, while the Shafi'iyah school asserts that the dowry is compensation arising from the rights inherent in marital life (Ibn Kathir, 1998; Ar-Razi, 2000). These terminological differences do not change the essence: the dowry is a financial obligation imposed on the husband and cannot be waived except with the wife's consent. This demonstrates a normative consensus (*ijma'*) regarding this obligation in Islamic law.

Furthermore, the obligation of a dowry is also emphasized in the context of divorce, as stipulated in Surah al-Baqarah [2]: 237. This verse states that if a divorce occurs before the marital relationship has taken place and the dowry has been determined, the husband is obliged to pay half of the agreed-upon dowry. Commentators such as Ibn Kathir and al-Razi assert that this provision is a consensus of scholars and reflects the principle of

proportional justice in Islamic law (Ibn Kathir, 1998; Al-Razi, 2000). This regulation demonstrates that the obligation of a dowry is not dependent on the continuation of the marriage, but rather remains a woman's right even if the marriage contract ends before physical intercourse occurs.

From the perspective of the *maqāṣid al-syarī'ah* (the principles of Islamic law), the obligation of a dowry can be understood as an instrument for safeguarding a woman's wealth (*ḥifẓ al-māl*) and honor (*ḥifẓ al-'ird*). The dowry provides initial financial security that can serve as economic protection, particularly in situations of divorce or marital conflict. Several contemporary studies confirm that this protective function is particularly relevant in the modern context, where women often face economic vulnerability after divorce (Beddu et al., 2024; Ramadhani & Huda, 2023). Thus, the dowry obligation is not merely symbolic but also has practical implications for maintaining the stability and balance of marital relations.

However, the principle of the obligation of dowry in Islam is also framed by the values of convenience and proportionality. Scholars such as Imam Nawawi and Taqi al-Din al-Subki emphasized that the dowry is not set at a specific amount and must be adjusted to the husband's ability to pay, so that it does not become an excessive burden (As-Subki, 1990; Cut Dinatul Hayati et al., 2024). This emphasis demonstrates that the obligation of dowry is not an instrument of commercializing marriage, but rather a manifestation of moral responsibility based on sincerity. Thus, the Qur'anic construction of dowry positions it as a husband's obligation that is fair, proportional, and oriented toward protecting and respecting women.

Dowry as a Gift and a Sign of Affection

وَإِنْ طَلَّقْتُمُوهُنَّ مِنْ قَبْلِ أَنْ تَمْسُوهُنَّ وَقَدْ فَرَضْتُمْ لَهُنَّ فَرِيضَةً فَنِصْفُ مَا
فَرَضْتُمْ إِلَّا أَنْ يَعْفُونَ أَوْ يَعْفُوا الَّذِي بِيَدِهِ عُقْدَةُ النِّكَاحِ وَأَنْ تَعْفُوا أَقْرَبُ
لِلتَّقْوَى وَلَا تَنْسُوا الْفَضْلَ بَيْنَكُمْ إِنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

If you divorce them before you touch (interfere), even though you have already determined the dowry, then (pay) half of what you have determined, unless they or the party who has marriage authority (husband or guardian) releases it. Your liberation is closer to piety. Do not forget the good among you. Indeed, Allah is All-Seeing of what you do. (QS Albaqarah Verse 237)

In the perspective of Tafsir al-Qur'an al-'Azhim Ibnu Kathir begins his commentary by emphasizing the inviolability of the basic law:

وَأَمَّا إِذَا طَلَّقَ الرَّجُلُ امْرَأَتَهُ قَبْلَ الدُّخُولِ بِهَا وَقَدْ فَرَضَ لَهَا صَدَاقًا، فَإِنَّهُ يَجِبُ
لَهَا نِصْفُ مَا فَرَضَ، لِقَوْلِهِ تَعَالَى: {فَنِصْفُ مَا فَرَضْتُمْ} وَهَذَا مُجْمَعٌ عَلَيْهِ بَيْنَ
الْعُلَمَاءِ لَا خِلَافَ بَيْنَهُمْ فِي ذَلِكَ
وَلَكِنْ اخْتَلَفَ الْأَئِمَّةُ فِيمَنْ خَلَا بِامْرَأَتِهِ وَلَمْ يَمَسَّهَا حَتَّى طَلَّقَهَا: هَلْ يَجِبُ
لَهَا كَمَالُ الصَّدَاقِ أَمْ لَا؟ فَقَالَ الشَّافِعِيُّ رَحِمَهُ اللَّهُ: لَا يَجِبُ لَهَا إِلَّا

نِصْفُ الْمَهْرِ فَقَطْ، لِأَنَّ اللَّهَ تَعَالَى عَلَّقَ وُجُوبَ نِصْفِ الصَّدَاقِ بِالطَّلَاقِ
 قَبْلَ الْمَسِيسِ، وَالْخُلُوةُ لَيْسَتْ بِمَسِيسٍ
 وَقَدْ رُوِيَ عَنِ الشَّافِعِيِّ فِي الْقَدِيمِ: أَنَّهُ يَجِبُ لَهَا كَمَالُ الصَّدَاقِ بِمُجَرَّدِ
 الْخُلُوةِ، لِأَنَّهُ قَدْ قَضَى بِهِ الْخُلَفَاءُ الرَّاشِدُونَ، رُوِيَ ذَلِكَ عَنْ عُمَرَ بْنِ
 الْخَطَّابِ وَعَلِيِّ بْنِ أَبِي طَالِبٍ، رَضِيَ اللَّهُ عَنْهُمَا
 لَكِنَّ الْجَدِيدَ مِنْ قَوْلِ الشَّافِعِيِّ، رَحِمَهُ اللَّهُ: أَنَّهُ لَا يَجِبُ إِلَّا نِصْفُ الْمَهْرِ
 لِظَاهِرِ هَذِهِ الْآيَةِ: {مَنْ قَبِلَ أَنْ تَمْسُوهُنَّ} وَلَمْ يَمَسَّهَا

Which means: And as for if a man refuses [to] his wife before entering (mixing) with her, and indeed he has determined for her a dowry, then indeed it is obligatory on her (wife) half [of] what he has determined, because of the word of His Ta'ala: (Then half (of) what you have determined). And this is a matter agreed upon among the scholars, there is no dispute between them in that (matter).

And however, the opinions of the Imams differ regarding a person who is in seclusion (alone) with his wife and does not touch her until he divorces her: is it obligatory for him (wife) to complete (full) dowry or not? So Imam Syafi'i Rahimahullah said: It is not obligatory for him except half of the dowry, because indeed Allah Ta'ala attaches (connects) the obligation of half of the dowry with divorce before touching (coitus), and khalwat (being together) is not touching.

However, the Imams differed regarding a man who is alone (khalwat) with his wife but does not touch her (does not have sexual intercourse) until he divorces her: Is the woman obligated to pay a full mahr or not?

Imam Shafi'i (may Allah have mercy on him) therefore said: "She is not obligated to pay anything but half the mahr. This is because Allah Almighty links the obligation of half the mahr with divorce before any physical contact occurs, whereas khalwat is not touching." (Ibn Kathir, 1998)

This verse explains that if the divorce occurs before sexual intercourse, then only half of the agreed-upon mahr is obligatory. Once this portion has been paid, the next obligation is to provide mut'ah. This explanation is closely related to the previous verses, which also discuss the principle of mut'ah. Scholars agree on the distribution of the mahr in this situation, and there is no difference of opinion regarding the husband's obligation to pay half the mahr when the divorce occurs before physical contact occurs. However, some scholars argue that the full mahr is still obligatory even before sexual intercourse occurs. This view was once held in the early Shafi'i school of thought and supported by a number of prominent caliphs. However, Imam Shafi'i later asserted that the verse ordering the payment of half the dowry has a stronger basis, as interpreted through various narrations that support this understanding.

In an interpretation compiled by the Ministry of Religious Affairs, this verse is explained as a provision for divorce for couples who have not yet had sexual intercourse but have already determined the dowry value. A husband who divorces his wife in such

circumstances is obliged to pay half of the stipulated dowry, unless the husband chooses to pay the full amount or the woman's guardian waives the right to claim the half dowry. This attitude of giving more than is obligatory or giving up part of one's rights is seen as closer to piety and reflects noble morals. The verse also emphasizes that the parties should not forget the good deeds that have been established between them by making things easy for each other and avoiding excessive demands (Friyadi, 2023).

Imam ar-Razi provided a more in-depth explanation regarding the dowry provisions in divorce as mentioned in Q.S. al-Baqarah verse 237. In his interpretation he explains that:

اعْلَمُ أَنَّ أَخْوََالَ الْمُطَلَّقاتِ أَرْبَعُ أُمَّا الْقِسْمُ الرَّابِعُ: وَهُوَ أَنَّ لَا تَكُونَ مَمْسُوسَةً وَقَدْ سُمِّيَ لَهَا الْمَهْرُ، فَالْوَجِبُ نِصْفُ الْمَهْرِ الْمُسَمَّى، لِقَوْلِهِ تَعَالَى: {فَنِصْفُ مَا فَرَضْتُمْ}، وَهَذَا الْحُكْمُ مُجْمَعٌ عَلَيْهِ. وَأَمَّا الْمَمْسُوسَةُ فَلَهَا الْمَهْرُ كَامِلًا بِالْإِجْمَاعِ، وَالْمُطَلَّقةُ قَبْلَ الْفَرْضِ وَالْمَسِيَسِ لَهَا الْمُتَعَةُ. ثُمَّ قَالَ تَعَالَى: {إِلَّا أَنْ يَغْفُونَ أَوْ يَغْفُوَ الَّذِي بِيَدِهِ عَقْدَةُ النِّكَاحِ}، وَهَذَا بَيَانٌ لِسُقُوطِ النِّصْفِ بِالْعَفْوِ. وَأَجْمَعُوا عَلَى أَنَّ الْمُطَلَّقةَ قَبْلَ الْبِنَاءِ وَالْمَسِيَسِ لَا عِدَّةَ عَلَيْهَا، لِقَوْلِهِ تَعَالَى: {فَمَا لَكُمْ عَلَيْهِنَّ مِنْ عِدَّةٍ تَعْتَدُونَهَا

Know that there are four conditions for women who are divorced. The fourth part is that she (the woman) has not been touched (has not been interfered with) even though a dowry has been mentioned for her, so what is obligatory is half of the dowry that has been mentioned, based on the words of Allah Ta'ala: (So pay half of what you have determined), and this law is something agreed upon (ijma') regarding it.

And as for a woman who has been touched (mixed), then for her the full/perfect dowry is based on ijma', and a woman who is divorced before the determination (dowry) and touching, for her is mut'ah (gift of sago).

Then He (Allah) Ta'ala said: (Unless they (women) forgive or are forgiven by the person in whose hands the marriage bond (guardian/husband) is held), and this is the explanation regarding the demise (obligation) of half the dowry through forgiveness.

And they (the scholars) agree that a woman who is divorced before bina' (living together) and masi' (physical contact) has no iddah period, based on His words, the Almighty: (So you have no iddah period for them that you reckon)." (Ar-Razi, 2000)

He explained that a woman whose dowry has been determined but for whom sexual intercourse has not occurred is entitled to half of the dowry value if the divorce occurs before the marriage takes place. This provision illustrates a legal balance that favors justice for women, while also opening up room for leniency if the woman's guardian willingly waives this obligation. Meanwhile, a woman who has had sexual intercourse and whose dowry has been determined is entitled to receive the full dowry without any deductions. A man who divorces his wife before sexual intercourse is not burdened with an iddah period, thus establishing a clear legal boundary between the two conditions.

From an Islamic feminist perspective, the regulation of the dowry in this verse demonstrates how sharia protects women by ensuring that their rights are maintained

even after the marriage ends. Q.S. Al-Baqarah verse 237 explicitly positions the dowry as more than just a material transaction, but also as a manifestation of respect, affection, and recognition of a woman's dignity. The dowry carries symbolic value that affirms a man's moral responsibility and commitment to treating women fairly. The dowry serves as a protective mechanism, ensuring that women are not disadvantaged and continue to receive proper respect at every stage of married life, including after divorce. (Ramadhani & Huda, 2023)

Dowry in Guaranteeing Agreement and Justice

Mahar can also be understood in terms of *ajrun* (أَجْرٌ) or *ujur* (أُجُورٌ). This term is used by commentators and jurists to define dowry as a fee or wage given to the woman who will be married. In Surah An-Nisa' (4:24), Allah Swt. said:

وَالْمُحْصَنَاتُ مِنَ النِّسَاءِ إِلَّا مَا مَلَكَتْ أَيْمَانُكُمْ ۚ كَتَبَ اللَّهُ عَلَيْكُمْ وَإِجْلَ لَكُمْ مَا
وَرَاءَ ذَلِكَ أَنْ تَبْتَغُوا بِأَمْوَالِكُمْ مُحْصِنِينَ غَيْرَ مُسْفِحِينَ وَلَا تَتَّخِذُوا أَجْدِنَ
وَقُلُوهُنَّ أَجُورَهُنَّ فَرِيضَةً وَمَا اسْتَمْتَعْتُمْ بِهِ فَعُولَاهُنَّ أَجُورَهُنَّ فَرِيضَةً وَمَا
اسْتَمْتَعْتُمْ بِهِ فَعُولَاهُنَّ أَجُورَهُنَّ فَرِيضَةً وَمَا اسْتَمْتَعْتُمْ

In QS. al-Nisā' [4]: 24, the term *ujūr* is used, which literally means reward or compensation. Commentators explain that the use of this term indicates the inherent rights of women, so that a dowry must be provided as a consequence of a valid marriage contract (Hafadzah & Fatirawahidah, 2021). However, the meaning of *ujūr* is not intended as a commercial transaction, but rather as legal legitimacy for a marriage relationship based on agreement and respect for women's dignity.

Al-Ṭabarī and al-Qurṭubī explain that the phrase *fa-mā istamta'tum bihi minhunna* in this verse refers to a valid husband-wife relationship within the framework of a marriage contract, not to the temporary practice of *mut'ah* (Hafadzah & Fatirawahidah, 2021). Thus, the dowry symbolizes strengthened commitment and legal clarity in a permanent marriage. The rejection of temporary marriage (*mut'ah*) in the interpretation of the majority of scholars indicates that justice in marriage cannot be separated from the stability and certainty of women's rights. The dowry, in this context, serves as a guarantee that the relationship being established is a responsible and non-exploitative one.

The principle of consent in the dowry is also reflected in the provision that the amount and form of the dowry are determined by mutual consent. Islam does not set a rigid minimum or maximum limit, but rather leaves the determination of the dowry to an agreement based on willingness and ability (Cut Dinatul Hayati et al., 2024). This mechanism demonstrates that women have a bargaining position in determining their rights. Thus, the dowry is a legitimate negotiation instrument and cannot be determined unilaterally by the family or guardian without the woman's consent.

Furthermore, Surah al-Baqarah [2]: 237 emphasizes the principle of proportional justice in situations of divorce before the marriage has begun. This verse stipulates the obligation to pay half the dowry if the divorce occurs after the dowry has been determined but before physical contact has occurred. Commentators such as Ibn Kathir and al-Razi state that this provision represents a form of legal balance that considers the rights of both

parties (Ibn Kathir, 1998; Al-Razi, 2000). On the one hand, women's rights are recognized; on the other, the husband's obligations are adjusted to the actual conditions of an imperfect marriage. This regulatory model reflects substantive justice that adapts to concrete situations.

From the perspective of contemporary Islamic family law, the dowry can also be understood as an instrument of protection against inequality in household relations. Several studies indicate that the dowry serves as initial economic security that can strengthen women's position in often patriarchal social structures (Beddu et al., 2024; Ramadhani & Huda, 2023). In this context, the agreement on the dowry is not merely a technical aspect of the marriage contract but also a mechanism for distributing resources that contributes to gender equity within the family. In other words, the dowry serves as both a legal and ethical instrument for maintaining a balance between the rights and obligations of husband and wife.

However, justice in the dowry also requires the principles of convenience and moderation. Scholars emphasize that the dowry should not become a social burden or a means of status competition, as this contradicts the purpose of marriage, which is to promote love and welfare (As-Subki, 1990; Cut Dinatul Hayati et al., 2024). Therefore, the guarantee of justice in the dowry lies in a combination of voluntary agreement, proportionality of value, and respect for women's rights. Within this framework, the dowry, from a Quranic perspective, appears as a normative mechanism that reinforces the principles of agreement, justice, and responsibility within the Islamic institution of marriage.

4. CONCLUSION

From a Qur'anic perspective, the dowry is a principled obligation that is not only legal and formal, but also contains strong ethical, social, and protective dimensions for women's rights and dignity. Through an analysis of key verses and a comparison of classical and contemporary interpretations, this study demonstrates that the dowry is positioned as a symbol of honest commitment, an instrument of fair agreement, and a mechanism for economic protection in marital relations. The Qur'anic regulation of the dowry, including provisions for divorce, reflects the principle of proportional justice that maintains a balance between the rights and obligations of husband and wife. Thus, the dowry cannot be reduced to a status symbol or material transaction, but must be understood as a normative foundation for building just, dignified, and welfare-oriented family relations. These findings strengthen the relevance of the dowry concept in addressing contemporary social and economic challenges and provide a conceptual foundation for the development of a more responsive and justice-based Islamic family law.

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