

246311 - How the delayed portion of the mahr may be paid when the value of the currency has dropped

the question

I hope that you could tell me how to work out the delayed portion of the mahr for a wife whose husband has died. The delayed portion of her mahr was 600 Iraqi dinars in 1950 CE, and as you know, the value of the Iraqi currency is very low at present. The wife is insisting that the value of the delayed portion should be worked out in gold. Please note that the value of an ounce of gold at that time was 2 dinars, and an ounce is equivalent to 5 grams. In other words, the deferred portion is equivalent to one and a half kilograms of gold at current prices, which would deprive her five children of the entire estate. I hope you can tell us whether this is permissible according to Islamic teachings, and how to work out the deferred portion.

Detailed answer

The delayed portion of the mahr is like any other debt; the principle is that it should be paid in the currency agreed upon, regardless of whether its value has increased or decreased, so long as the currency still exists and has not been abolished.

This is the view of the majority of scholars.

Some of the scholars are of the view that if the value has decreased greatly, and it has lost one third of its value, then the debt should be paid according to its value at the time when the contract was drawn up, which in this case refers to the marriage contract.

Some of the scholars are of the view that it is obligatory to work out a deal between the two parties in such cases.

We have quoted the scholarly views and the evidence for them in the answer to question no. [220839](#) . We also have explained that the most correct view concerning this issue is the

view that the debt should be paid according to its value, or that a deal should be made that is satisfactory to both parties, if the change in value is greater than one third.

One of the recommendations of the Economic Fiqh Symposium to Study Cases of Inflation, which was held by the Islamic Fiqh Council in Jeddah, in cooperation with the Faisal Islamic Bank of Bahrain in 1420 AH/1999 CE, stated:

If inflation was not expected at the time when the contract is drawn up, then it occurs, then in that case when payment become dues inflation is either high or low, and the guideline concerning high inflation is that inflation consumes one third of the real value of the debt:

1.. If inflation is low, then it does not justify changing the amount of the deferred loans, because the basic principle is that the debts should be paid by giving the same amount of wealth, and a small amount in this regard is a kind of ambiguity or loss that may be overlooked, according to Islamic teachings.

2.. If inflation is high, then in that case paying the deferred loan with the same amount of wealth will cause a great deal of harm to the lender, from which he must be protected, in accordance with the general principle that harm is to be removed.

The solution in that case is to make a deal that is satisfactory to both parties.

What that means is that the two parties agree to split the difference that resulted from inflation between the debtor and the creditor, in whatever proportions they agree upon.

End quote from *Majallat Majma' al-Fiqh al-Islami* (12/4/286).

Based on that, we think that a deal should be made between the wife and her children, to split between them the difference resulting from the drop in the value of the currency.

And Allah knows best.