

261068 - What was written in the list of movable items but not actually bought is regarded as part of the deferred dowry

the question

When I got married, a list of movable items was written as the first part of the dowry, half of which was gold that was actually bought, and the other half is furniture that was not actually bought. This is exactly the same as my sister's dowry, but what was added to her list was what my father gave her of furniture and gold. Now divorce has taken place through the court. Am I entitled to claim the value of the listed furniture at today's price, or at the price when the list was drawn up?

Detailed answer

The custom in Egypt is to write a list (qa'imah) of movable items which is regarded as part of the dowry. There is nothing wrong with this, so long as that is the custom.

With regard to the question asked by the questioner, the furniture that was written in the list but was not actually bought is to be regarded as the deferred part of the dowry.

When divorce occurs, the husband is obliged to return this exact furniture, according to the way it is described in the list of movable items, and according to what is appropriate for a woman of similar standing to his wife, if there is any dispute about some of the details. It is not permissible to force him to pay its value, unless he agrees to that.

Based on that:

The husband must return this furniture, or he must buy it and deliver it to the wife.

If the wife wants to receive its value instead and the husband agrees to that, then they must agree on the value that he will pay.

Undoubtedly it is in the interests of both parties to agree on a value, and work out a deal regarding what the husband should pay in that regard. It is not in the wife's interests, if

divorce occurs, that the husband should buy her new furniture instead of what is written in the list, because that will be a burden on him and the harm to him will be greater than any benefit she gets, as she will never be able to sell it except at a loss and lower price, as is well known.

It is also not in the husband's interest to be difficult and stubborn with regard to giving her her dues, or to go to the trouble of buying the furniture and so on, so as to avoid giving her her dues in cash; rather this is a kind of causing harm and is poor conduct on his part.

Therefore they should both agree and work out a deal regarding this issue. The wife may give up her right to the value of the furniture at today's price, and he should not be difficult and stubborn in dealing with her and he should not try to cause her harm.

If they cannot reach an agreement, they should go back to the original deal, which is that he should deliver the furniture – and not its value – to her. They can appoint someone who is religiously committed and fair-minded, and who also has experience, to arbitrate and put an end to the dispute between them.

And Allah knows best.