

The Shafi'i Fiqh Perspective on the Husband's Use of Dowry as Business Capital (Case Study in the Langien Settlement, Bandar Baru District, Pidie Jaya Regency)

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ABSTRACT

This research is motivated by the phenomenon of the use of dowry as business capital by husbands in Kemukiman Langien, Bandar Baru District, which is interesting to study because it concerns the wife's property rights, which are stipulated in Islamic law. The dowry is one of the rights of a wife, explained that the dowry is an obligatory gift from a prospective husband to a prospective wife. In Shafi'i Fiqh, ownership of the dowry is a wife's personal right that may not be exploited by anyone, including the husband. This study aims to answer the views of Shafi'i fiqh on the use of dowry as business capital, and how the use of dowry impacts the family in practice in the field. The research method used is a qualitative empirical juridical. The data sources consist of primary and secondary data consisting of three informants and three local religious figures. The data were analyzed using a descriptive method through a comparison between Shafi'i fiqh theory and empirical facts in the field. The results show that Shafi'i fiqh allows husbands to use dowry as business capital only with the permission and agreement of the wife. Utilizing a dowry with consent clearly has positive impacts, such as easing the family's economic burden and strengthening household cooperation. Conversely, using it without consent can lead to conflict and even divorce, emphasizing the importance of communication, agreement, and written documentation to protect the wife's rights. Therefore, it can be concluded that utilizing a dowry as business capital has both positive and negative potential, largely determined by open communication, clarity of agreement, and respect for the wife's rights in accordance with the principles of Shafi'i jurisprudence.

Keywords: Utilization of Mahar, Shafi'i Fiqh, Business Capital, Wife's Rights.

ABSTRAK

Penelitian ini dilatarbelakangi oleh fenomena pemanfaatan mahar sebagai modal usaha oleh suami di Kemukiman Langien Kec. Bandar Baru yang menarik untuk diteliti karena menyangkut hak milik istri yang secara syar'i telah ditetapkan dalam hukum Islam. Mahar adalah salah satu hak istri, dijelaskan bahwa mahar adalah pemberian wajib dari seorang calon suami kepada seorang calon istri. Dalam Fiqh Syafi'iyah, kepemilikan mahar adalah hak pribadi istri yang tidak boleh dimanfaatkan oleh siapapun termasuk suami. Penelitian ini bertujuan untuk menjawab bagaimana pandangan fiqh Syafi'iyah terhadap pemanfaatan mahar sebagai modal usaha, dan bagaimana dampak pemanfaatan mahar terhadap keluarga dalam praktik di lapangan. Metode penelitian yang digunakan adalah yuridis empiris yang bersifat kualitatif. Sumber datanya terdiri dari data primer dan sekunder yang terdiri dari tiga narasumber serta tiga tokoh agama setempat. Data di analisis dengan metode deskriptif melalui perbandingan antara teori fiqh Syafi'iyah dan fakta empiris di lapangan. Hasil penelitian menunjukkan bahwa fiqh Syafi'iyah membolehkan suami menggunakan mahar sebagai modal usaha hanya jika ada izin dan kesepakatan dari istri. Pemanfaatan mahar yang dilakukan dengan persetujuan jelas berdampak positif, seperti meringankan beban ekonomi keluarga dan mempererat kerja sama rumah tangga. Sebaliknya, pemanfaatan tanpa kesepakatan dapat menimbulkan konflik dan bahkan perceraian, sehingga menekankan pentingnya komunikasi, kesepakatan, dan dokumentasi tertulis untuk melindungi hak istri. Dengan demikian, dapat disimpulkan bahwa pemanfaatan mahar sebagai modal usaha memiliki potensi positif maupun negatif, yang sangat ditentukan oleh keterbukaan komunikasi, kejelasan perjanjian, dan penghormatan terhadap hak istri sesuai dengan prinsip fiqh Syafi'iyah.

Kata Kunci: Pemanfaatan Mahar, Fiqh Syafi'iyah, Modal Usaha, Hak Istri

A. INTRODUCTION

Marriage is a crucial event in human life, as humans are inherently social creatures. However, Allah SWT did not create humans like other living creatures, free to follow their instincts and desires and engage in relationships without any rules. This is to maintain human honor and dignity. Marriage is a strong bond between two individuals to live together legally. As social beings, humans need each other, so through marriage they can build togetherness, foster a sense of caring, mutual affection, and hope for a happy life while continuing their lineage (Indonesia, n.d.).

Marriage, according to Islamic law, is a very strong contract (*mitsaqan gholidzan*) entered into consciously by a man and a woman to form a family without coercion and in obedience to Allah SWT's commands. Its implementation is a form of worship. The clear goal is to enable humans to continue their lineage and foster love and affection (*mawaddah warahmah*) within their family life (Wiajaya, 2019).

Islamic teachings comprehensively regulate everything related to marriage. As a form of contract or transaction, obligations under Islamic law result in rights and obligations between the parties involved, namely the husband and wife. Broadly speaking, rights and obligations in marriage encompass two areas: economic rights and obligations and non-economic rights and obligations. The former relate to dowry (dowry) and maintenance. The latter encompasses sexual, humanitarian, and human relations aspects (Ruhamah et al., 2022).

A dowry is one of the rights of a wife. The Compilation of Islamic Law (KHI) defines a dowry as an obligatory gift from a man (prospective husband) to a woman (prospective wife), whether in the form of goods, money, or services that do not conflict with Islamic law. The dowry is also interpreted as a symbol of respect for a woman and a sincere commitment to marry her in a manner that is acceptable and pious (Husna et al., 2024).

There are many differences regarding the existence of a dowry in marriage, including whether it is included in the conditions of marriage, the pillars of marriage, or even an obligation that must be fulfilled by the prospective husband towards his prospective wife. These differences are based on the opinions of several scholars (Abdullah, 2022). For example, according to Ibn Rushd in his book *Bidayatul Mujtahid*, the dowry is included in the conditions of marriage. Meanwhile, according to Imam Malik, the dowry is part of the pillars of marriage. However, in the Compilation of Islamic Law, it is not included in the conditions or pillars of marriage (Arma, 2022).

Various types and forms of marriage cases in Indonesia are worthy of discussion, as marriage is a legal act that gives rise to causes and consequences for both the couple and the country in which they reside. One example is the practice of husbands using dowries as business capital

without a clear legal contract, which is closely related to local social and cultural structures. In Acehnese society, for example, there is a cultural understanding that after marriage, all property is considered joint property without consideration for individual ownership rights. However, according to Shafi'i Islamic jurisprudence, ownership of the dowry is a wife's personal right that cannot be exploited by anyone, including the husband, except with her consent and a valid contract (Khalimi et al., 2021).

In the Langien Settlement, Bandar Baru District, three families are the focus of this thesis's study, which focuses on how husbands utilize dowries. In some cases, these actions are carried out based on deliberation and agreement between husband and wife, but often the dowry is managed by the husband without the wife's full involvement. The first case occurred in Gampong Cut Langien, where a husband asked his wife's permission to use part of the dowry, consisting of gold, to purchase a garden, which would then be used as a source of income for the family. This practice demonstrates that the use of dowries can be directed toward productive purposes that benefit the household's sustainability. The second case was found in Gampong Sagoe Langien. A husband asked his wife's permission to use part of the dowry, consisting of gold, with the agreement that it would be used as business capital. The wife permitted this, but stipulated that if the husband abused the agreement, he would have to repay the dowry. This case demonstrates a pattern of compromise between the wife's ownership rights and the family's economic well-being. However, the third case in Gampong Cot Baroh Langien demonstrates another side of this practice. The husband demanded a dowry from his wife, while the wife viewed the gift as business capital with the expectation of a return. Meanwhile, the husband understood it as a gift that did not need to be returned. This difference in perception led to a serious argument that ultimately led to divorce. This case also illustrates how unclear marriage contracts and misunderstandings about the meaning of dowries can lead to marital conflict (Sinaulan et al., 2023).

The phenomenon of a husband using a dowry as business capital is interesting to study because it concerns the wife's property rights, which are stipulated in Islamic law. In certain communities, including the Langien Settlement, this practice occurs in various forms and for various reasons, ranging from economic considerations, domestic trust, to the influence of cultural values that view the dowry as part of joint property

after marriage. However, in the context of Shafi'i Islamic jurisprudence, the dowry is the wife's absolute right and may not be used without her permission and consent (Fadhli & Warman, 2021). If a husband takes or uses the dowry without permission, he is considered to have committed an unlawful appropriation of another person's property. From a fiqh perspective, this can fall into the category of ghasab if not accompanied by the wife's agreement or consent.¹⁴ Therefore, this kind of practice must be studied more deeply so that there is no neglect of women's rights in marriage (Cahyani et al., 2023).

Furthermore, society's understanding of the law of dowry is often traditional and based on local customs ('urf), which sometimes contradicts sharia principles. In some cases, wives feel reluctant to refuse their husbands' requests or are even unaware that the dowry they receive is entirely theirs and may not be used without their permission. This situation can create unequal power relations within the household and have legal repercussions, especially in the event of a divorce and the wife demanding her rights to the dowry she has used. This research is relevant because it can provide a more comprehensive understanding of the legal status of dowry from the perspective of Shafi'i jurisprudence and how it is applied in Acehese social practices. This study is expected to foster legal awareness and gender justice in the management of post-marital financial rights, as well as encourage the community to better understand and implement Islamic teachings correctly and fairly.

B. RESULT AND DISCUSSION

a. The Shafi'i Fiqh View on the Use of Dowry as Business Capital by the Husband

Based on interviews with prominent Islamic scholars who understand the Shafi'i school of jurisprudence in the Langien Settlement, Bandar Baru District, Pidie Jaya Regency, it was explained that the dowry is property that is the full right of a wife and may not be used by the husband except with the wife's express consent and permission. The informants explained that the use of the dowry by a husband is only permitted if the wife gives her voluntary and uncoerced permission. This permission must be conveyed clearly, either verbally or through actions that demonstrate willingness. In other words, the husband is not permitted

to use or utilize the dowry without the wife's express permission and consent. This is in line with the opinion of Shafi'i scholars who state that the dowry falls into the category of "tamlik kulliy," namely the granting of full ownership rights to the wife without any intervention from any other party, including the husband. Therefore, the use of the dowry without the wife's permission can be categorized as a form of usurpation of rights (ghasab), which is prohibited by sharia and can result in injustice in the household. From the perspective of Shafi'i jurisprudence, the dowry is not merely symbolic in marriage, but rather constitutes legitimate property according to Islamic law and belongs entirely to the wife. Therefore, the husband's use of the dowry for any purpose, including as business capital, must be based on the principles of consent, deliberation, and respect for the wife's property rights. If the wife knowingly and voluntarily allows her husband to use the dowry as business capital, then such use is legally permissible and can even be beneficial if it aims to strengthen the family's economic situation. In this case, the dowry is no longer seen merely as a symbol of the marriage bond, but also as a productive means of benefit, provided that its use is carried out in a manner that is lawful according to Islamic law (Muthhar & Musyafirudin, 2022).

In the initial stage of data collection, the author selected a *tengku* (Islamic leader) or religious figure who plays a significant role in resolving household problems in the local village. In the Langien Settlement area, nearly every village has a *tengku* with a similar role, making them the primary reference point for the community in seeking solutions to family problems, including those related to marriage and dowries. The selection of a *tengku* as an initial source was based on the consideration that interviews with this religious figure could provide a deeper understanding of the Shafi'i fiqh view on dowries before the author continued with interviews with the married couples who were the subjects of the study.

1. The Shafi'i Fiqh View on the Practice of Using Dowry as Business Capital

During the interview, the author first briefly explained the research objectives to the *tengku*, often called Waled Hamid, the first informant, before asking core questions regarding the use of dowries. Waled Abdul Hamid is a highly influential religious figure in the Langien settlement. He is also the leader of a *dayah* (Islamic boarding school) located in Gampong

Cot Baroh Langien. In addition to leading the dayah, Waled also... In the interview, Waled explained that:

"In Islam, a dowry is a mandatory gift from a husband to his wife, and it is an essential element of the marriage contract. According to Shafi'i jurisprudence, the dowry is the wife's sole right and may not be used by anyone without her consent. The dowry can be in the form of money, goods, or any lawful benefit, as long as it is agreed upon by both parties. Therefore, if the dowry is to be used as business capital by the husband, he must consider Islamic law and the wife's full rights to the dowry."

From Waled's explanation, it can be concluded that the dowry in Islam is a husband's obligation to his wife and is the wife's full right. According to Shafi'i jurisprudence, the dowry may not be used by another party without the wife's consent. Therefore, if a husband wishes to use the dowry as business capital, this is only permissible with the wife's permission and consent, and is still based on Islamic law. The first question the author posed to Waled was, "What is the practice of husbands using the dowry as business capital in the Langien Settlement, particularly in cases Waled has handled or resolved?" In response, Waled explained:

"From my experience working with communities, there are several common patterns. First, the dowry is used as business capital with the wife's full consent. In this situation, the wife voluntarily gives the dowry out of trust and a shared goal of improving the family's finances. In Shafi'i jurisprudence, this is permissible as long as the wife gives the dowry without coercion, as this willingness legally transfers ownership to the husband."

The use of the dowry is done with the full consent of the wife. In this situation, the wife willingly uses her dowry to be used as capital for a joint venture with her husband, so according to Islamic law, this is permissible due to the willingness. However, in this case, an agreement can also be reached that the dowry is considered a debt from the husband to the wife. As Waled explained in a subsequent interview:

"Second, the dowry is used as business capital based on an agreement that stipulates that the dowry is considered a debt owed by the husband to the wife. Therefore, even though the dowry is used for business capital, ownership remains with the wife and

must be repaid as agreed. This principle also aligns with Shafi'i jurisprudence, as long as the debt-receivable agreement is executed with a valid and clear contract."

In this second pattern, the dowry is used as business capital. This means that even though the dowry is used as business capital, its ownership remains recognized as the wife's right and must be returned as agreed. In Waled's view, this pattern also complies with Shafi'i jurisprudence, as long as the debt-credit agreement is executed with a valid and clear contract. There are also unclear agreements, as Waled explains below:

"Third, the use of the dowry is done without a clear agreement. In my observations, this third pattern is the most common. In fact, in some communities in the Langien Settlement, it has become a kind of custom. Husbands use the dowry without a clear agreement first. This is what usually causes problems, because the wife feels it is still her right, while the husband considers it to be joint property. However, there is no written agreement or clear contract that the dowry is a debt. According to Shafi'i jurisprudence, this is not permissible if it occurs without the wife's full consent. Even if the husband takes the dowry without permission, he is obliged to return it, because the dowry is an absolute right of the wife, protected by Sharia."

Abon, the third source, also added that:

"If the dowry is used without a clear agreement between husband and wife, it has the potential to cause disputes and even lead to divorce. In society, husbands often feel that a dowry that has been borrowed or used automatically becomes joint property after marriage. However, according to Shafi'i jurisprudence, the dowry is a full right "The wife. The husband may not use it without permission or a valid agreement. Therefore, what's most important is the community's understanding of the status of the dowry, and there must be a clear agreement from the outset to ensure the wife's rights are protected."

In this situation, the wife merely provided business capital to her husband with the expectation of repayment, but there was no written agreement or clear contract that the dowry was treated as debt. Echoing

Waled's explanation, Tgk Mardhiati, the second resource person, also shared her views, saying:

"If we look at society, the use of a dowry as business capital is actually greatly influenced by the couple's understanding of the right to a dowry. There are cases where the wife gives the dowry to her husband with full awareness, willing it to be used as business capital. In such circumstances, it is certainly permissible according to Shafi'i jurisprudence, because ownership has legally transferred to the husband. But what often happens is that the husband and wife immediately assume that all assets after the marriage contract automatically become joint property. However, there is no clear agreement regarding the dowry itself. This mindset arises because many people do not understand that the dowry is actually the wife's full right according to Shafi'i jurisprudence. Therefore, I believe it is crucial to have a clear agreement between husband and wife before using the dowry. This will protect the wife's rights and prevent future disputes."

According to Tengku, this is often due to a lack of knowledge about the status of the dowry as a wife's full right according to Shafi'i jurisprudence. Therefore, Tengku emphasized the importance of a clear agreement between husband and wife before using the dowry to protect the wife's rights and avoid potential disputes.

The conclusions from this interview are in accordance with the principles of Shafi'i jurisprudence. This is because Shafi'i jurisprudence emphasizes that the dowry is the wife's full right, which may not be used or taken by the husband without permission or a valid agreement. Only under conditions where the wife gives voluntary consent or there is a clear contract, such as a debt-credit agreement, can the husband's use of the dowry be justified. The interviews revealed varied community practices: some are in accordance with sharia (the dowry is used with permission or a valid contract), but others are not in accordance with sharia (the dowry is used without permission), which can lead to disputes. Therefore, emphasizing the importance of agreement and understanding the right to the dowry aligns with the provisions of Shafi'i jurisprudence to ensure the protection of the wife's rights.

The second question the author posed to Waled was, "According to Shafi'i jurisprudence, is it permissible for the husband to use the dowry,

which is the wife's right, as business capital? What are the legal consequences, Waled?" In response, Waled said:

"Actually, the answer is already covered in my previous explanation. In Shafi'i jurisprudence, the dowry is the wife's full right, given by the husband as a consequence of the validity of the marriage contract. Therefore, the husband or anyone else may not use it without the wife's permission or consent. If the wife is willing, then it is permissible to use it, either by giving it as a gift or lending it with the obligation to return it according to the agreement. However, if it is without the wife's consent, then it is considered ghasab, which is taking another person's property illegally. It is forbidden (haram), and the husband is obliged to return it."

Waled also emphasized that:

"A frequent problem in our community in the Langien Settlement is that people assume that all property after marriage automatically becomes joint property, including the dowry. This is, however, incorrect. In Shafi'i jurisprudence, the status of the dowry is very clear: from the moment the marriage contract is valid, the dowry immediately becomes the wife's absolute property. Therefore, its use cannot be diverted without the wife's consent."

This is also in line with the second resource person, Tgk. Mardhiati, who provided her views as follows:

"In Shafi'i jurisprudence, the dowry is the full property of the wife and may not be used by anyone without her valid consent. If a husband wishes to use the dowry as business capital, there must be clear consent from the wife, which can be expressed verbally or in writing. So, in fact, the husband's use of the dowry is permissible, as long as there is a clear agreement between husband and wife. In my opinion, such decisions are usually not due to the husband's desire to dominate his wife's rights, but more due to the family's financial constraints. In such circumstances, rather than the family becoming entangled in debt that will become a burden in the future, using the existing dowry funds can be a wiser choice. But of course, this must be done with the wife's clear and uncoerced consent."

After Waled explained the status of the dowry in Shafi'i jurisprudence and its legal consequences when used as business capital by a husband, a similar view was expressed by the second speaker, Tgk. Mardhiati. While she asserted the same principle, namely that the dowry is the wife's full right, Tgk. Mardhiati added a different perspective, highlighting family economic factors as one reason wives often give up their dowry to be used as business capital.

This point was further emphasized by the third speaker, Abon, who stated:

"According to Shafi'i jurisprudence, a husband's use of a dowry is fundamentally impermissible. This is because a dowry is a form of religious obligation, a reward that a husband must give to his wife as a consequence of the marriage contract and the right to engage in sexual intercourse (jima'). Therefore, the dowry is the wife's full right and cannot be taken by anyone, including her parents or her husband. If the dowry is borrowed by the husband, it must be returned. However, if the wife gives it voluntarily, as a gift, then it is permissible and there is no obligation to return it."

Based on interviews with Waled, Tgk. Mardhiati, and Abon, it can be concluded that in the Shafi'i jurisprudence view, the dowry is the wife's full right and may only be used by the husband if there is the wife's consent or legitimate willingness. Utilization of the dowry without permission is considered ghasab, is forbidden, and must be returned. Conversely, if the wife gives clear consent, either verbally or in writing, the use of the dowry as business capital or as a gift is permissible (Nasir, 2017). Waled and Tgk. Mardhiati emphasized the importance of agreement between husband and wife to avoid disputes, especially because there is often a misunderstanding in society that property after the marriage contract becomes joint property. Abon added that the dowry is a religious obligation that must be given by the husband as the wife's right, so its use must still respect the wife's rights. Thus, the practice of utilizing the dowry is only in accordance with Shafi'i jurisprudence if accompanied by the wife's consent; conversely, use without permission or agreement is clearly inappropriate and has legal consequences that must be corrected (Pangestu & Jenuri, 2023).

b. Impact on the Use of Dowry as Business Capital by Husbands in Practice in the Langien Settlement, Bandar Baru District, Pidie Jaya Regency

An age-gap marriage is a marriage characterized by an excessive age difference between husband and wife. According to Anna Surti Ariani, a family psychologist at the Integrated Clinic of the Faculty of Psychology, University of Indonesia, an ideal age difference of five years or less is relatively normal. An extreme age difference occurs when the husband and wife are seven years or older. In fact, she believes there is no ideal age difference for marriage. For example, in foreign countries, the ideal age difference is marriage at the same age, approximately three to five years. However, those with a seven to ten year age difference face greater challenges, resulting in a significant number of divorces. This is particularly true for older men and older wives (Ihwanudin, 2016).

From the author's observations in the study area, she found 18 couples married with a large age gap, sometimes with the husband younger than the wife, or vice versa, with an age difference of seven to twelve years. Three of them were married couples with a large age gap, with the husband being younger than his wife, which posed significant challenges in their marriage. The following is an interview with three couples practicing marriage with a large age gap in the research area, Blang Bladeh Village, Jeumpa District, Bireuen Regency:

1. Asmawati, 54, is the wife of Mr. Fauzan, 43. The two married with an age gap of 11 years, with the wife being older than the husband. In an interview, she said:

Their age gap is 11 years, with the wife being older than the husband. The couple married because they felt compatible and understood each other, without any issues regarding the age difference. They stated that comfort and loyalty to each other were paramount. Asmawati and Fauzan first met in Malaysia while working. They weren't arranged or introduced by family, but rather naturally got to know each other through frequent encounters. Their relationship grew from everyday interactions, and they eventually decided to marry. They married in 2013, making them 12 years old (2025). They admit that they sometimes have differences of opinion or mindset, but these are not major obstacles. They view these differences as a normal part of a marriage. Furthermore, in their marriage, there are occasional differences in how they handle family issues and their

maturity. Wives tend to be more serious and think ahead, while younger husbands sometimes tend to be more relaxed in dealing with problems. For example, when there are financial problems or important household decisions, wives want to act quickly, while husbands feel it's not necessary to discuss them in depth. This sometimes creates minor tensions, although they are ultimately resolved through mutual restraint. When disagreements arise, they don't apologize directly. However, after a few minutes, usually around five, the atmosphere eases, and communication resumes as usual without having to discuss the conflict. Neither one specifically initiates communication. They both remain silent at first, but then reconcile naturally without formal discussion. According to them, the age difference doesn't significantly impact harmony. What's more important to them is mutual understanding, patience, and a sense of comfort with one another. When asked, they simply answer, "I don't know." However, from the way they live their lives, it's clear that they accept each other, don't exaggerate problems, and live their household in a simple yet understanding manner.

2. Irawati, 42, is the wife of Mr. Zikri, 32. The two married, with the wife being 10 years older than the husband. In an interview, she said:

Their age difference is 10 years, with the wife being older than the husband. The couple married because they felt comfortable and compatible. Zikri admitted that he was attracted to Irawati because she had maternal qualities, calmness, and maturity, which made him feel safe and valued. They met in person and formed a relationship of their own choosing. There was no arranged marriage, and they married because they understood each other and had similar life goals. Their marriage lasted only nine months. Because of their new marriage, there were no major difficulties. However, differences in perspective sometimes arose, especially in communication styles or decision-making. There were also some financial difficulties because Zikri was a widower with one child from a previous marriage. His financial responsibilities automatically increased, as he had to continue supporting both his child and his new household. As a self-employed person, Zikri's income was uncertain. Sometimes there's a substantial income, but often it's not enough to cover all expenses. Irawati, while accepting this situation, remains concerned because the financial burden is shared, coupled with an unstable situation. This creates its own source of stress, although it doesn't always lead to open conflict. Usually, the wife is the first to apologize and defuse the situation. They prefer to pause for a moment, then speak calmly again,

sometimes jokingly, to avoid prolonging the conflict. The wife (Irawati) usually initiates the conversation again and apologizes first to maintain peace in the household. According to them, there are no negative effects from the age difference. Irawati feels the age difference actually helps her be more patient, and Zikri feels comfortable with his wife's maturity.

3. Ainsyah, 60, is the wife of Mr. Amiruddin Nurdin, 50. They married when the wife was 11 years older than her husband. In an interview, she said:

Their age difference is 10 years, with the wife being older than her husband. Their marriage was arranged by their families, without any prior courtship or courtship. They accepted this arranged marriage wholeheartedly and accepted it as a form of obedience to their parents and tradition. They got to know each other and adjusted after marriage. There were few expectations or demands. Their married life was simple, full of respect, and love gradually grew. They have been married for 29 years (married since 1996). There have been no major conflicts. However, due to the age and character differences, differences sometimes arise in how they approach social life and routines. The husband tends to be more active outside the home, while Ainsyah prefers to stay at home and focus on household chores. These differences are handled calmly and with mutual understanding. Because they live with their in-laws, both maintain their behavior and avoid escalating the issue. If there are minor differences, they usually resolve themselves. They often pause for a moment and then return to their normal activities. There's no rule about who has to go first. Usually, after a few minutes, they can communicate normally without having to verbally apologize to each other. There's no major impact. In fact, Aisyah, being older, is more patient and understanding of her husband's character. Her husband also appreciates his wife's role and sacrifices. Aisyah participates in any work that can produce income, such as helping neighbors, peeling betel nuts, washing clothes, or gardening. Her husband continues to farm, and they divide their roles according to their abilities. Harmony is maintained by helping each other and not making excessive demands.

From the author's interviews with the couples mentioned above, it can be understood that long-distance marriages have both positive and negative impacts on marital harmony. These impacts are as follows:

- a. The positive impact is the development of mutual respect and understanding, leading to greater patience.
- b. The negative impact is differences in perspective, communication styles, and decision-making.

Based on the author's observations, the author can conclude that the large age difference between husband and wife in the study area does not affect marital harmony. This is because marital harmony is fundamentally created by each partner's desire to maintain and preserve it, not by age.

"The impact of using a dowry depends heavily on the permission and agreement between husband and wife. If the wife gives her permission willingly, the use of a dowry can have both positive and negative impacts, depending on how it is used. Conversely, if the husband uses the dowry without permission, there will be no positive impact at all; only negative ones will emerge, as it is considered a violation of the wife's rights and has the potential to cause conflict."

Based on the explanations of the three sources, the solution to managing the use of dowry to have a positive impact and minimize negative impacts is as follows. First, the husband must always ask permission and obtain the consent of his wife before using the dowry, because the dowry is the full right of the wife according to the principles of Shafi'i fiqh. Second, the agreement regarding the use of the dowry should not only be verbal, but also be stated in writing, for example through a letter of agreement or "itam diateuh puteh" as suggested by Tgk. Mardhiati. This serves as legal evidence and a reference in case of disputes in the future. Third, open communication between husband and wife is very important so that the purpose, method of use, and limits of the use of the dowry can be mutually understood, thus preventing misunderstandings and disputes. By implementing permission from the wife, a written agreement, and clear communication, the use of the dowry can be used fairly, helping the family's economic needs, and strengthening cooperation and harmony in the household (Eka Gifriana et al., 2022).

The next question the author asked Mrs. Darmi as the first respondent was, "In your opinion, what impact did you feel after the dowry was used as business capital by your husband?"

Regarding this question, Mrs. Darmi explained:

“Yes, thank God, the impact has been enormous. Initially, I received a dowry of three mayam of gold, and my husband invited me to discuss using it as business capital. From there, our business took off and grew rapidly, beyond our imagination. The income has been steady, we've been able to save, and now we've even been able to build our own house. Life also feels more spacious, and our daily needs are met. But for me, the most important thing is not to become too attached to wealth, because everything is a gift from Allah. If trials come and the wealth is lost, we must be ready and willing to accept it.”¹⁰⁷

This echoes the response of Mrs. Darmi's husband, Mr. Mukhlis, who explained:

“After using the dowry as business capital, I felt many changes both economically and in our relationships. Economically, the business we run has grown well, helping to meet the family's needs, even exceeding our initial expectations. The family's financial condition has become more stable, reflected in our ability to build a house and live comfortably. It's not just about money; in my opinion, it also impacts our relationship as husband and wife. Because this business... It all started with my wife's willingness to give her dowry, so I felt more motivated to work hard. My wife also became more fully supportive. So it not only brought in good fortune, but also made us more united and harmonious.”

The second respondent, Mrs. Laila, said that the impact she initially felt was positive, as using the dowry could help the family's finances. According to Mrs. Laila:

"But I also feel that if the husband doesn't follow the initial agreement, the impact can be the opposite. For example, if the business is unclear or the proceeds are not used for the common good, the wife can certainly feel disadvantaged. So, in my opinion, it all depends on the husband's commitment, whether he truly upholds the agreement and respects his wife's rights. If that commitment is there, using the dowry can be a blessing. But if not, it can actually cause problems." This aligns with the response of Mrs. Laila's husband, Mr. Heri, who

explained that after using the dowry for business capital, there were significant changes both financially and in his relationship with his wife. He said:

"From an economic perspective, a business run with dowry capital provides additional income, allowing the family's needs to be met and financial stability to improve. Meanwhile, from a marital relationship perspective, the wife's willingness to give up her dowry actually strengthens the bond and mutual trust between the two. I feel compelled to be more responsible and work harder, because it's also the result of my wife's sacrifice. Thank God, it actually makes our relationship closer and more trusting. So, in my opinion, this dowry is not only beneficial for the economy, but also strengthens the togetherness within the household."

The third respondent, Mrs. RW, clearly stated that the impact felt after her husband used the dowry as business capital was initially not significant on the family's economic situation, as the business did not develop as expected. However, from a marital relationship perspective, the use of the dowry actually caused serious problems. Mrs. RW gave the following reasons:

"I view the dowry as a loan, meaning that even if it's used, it must eventually be returned. My husband, however, thinks differently; he considers it a gift given to him in full. This often leads to differences of opinion, which ultimately lead to arguments. Over time, our relationship deteriorated, ultimately leading to divorce. So, in my opinion, if the dowry is used without a clear agreement from the start, the impact can be negative, both financially and for the household itself."

Based on interviews with three respondents, it was revealed that the impact of using the dowry as business capital has had varying experiences for each family. The first respondent, Mrs. Darmi, explained that using the dowry of three gold mayam for business capital has had a very positive impact. Her business has grown rapidly, generating profits greater than expected. This has enabled her family to build their own home and live in a more stable economic situation. From a marital perspective, the use of the dowry actually strengthens the bonds of togetherness and

trust between husband and wife. This was also acknowledged by her husband, Mr. Mukhlis, who felt more motivated to work hard because of his wife's willingness to provide her dowry, while his wife increasingly provided full support. Thus, for Mrs. Darmi's family, utilizing the dowry not only has a material impact, but also strengthens trust, harmony, and responsibility within the household.

In contrast to Mrs. Darmi, the second respondent, Mrs. Laila, stated that the impact of using the dowry was initially positive because it helped increase the family's income. However, she believes that the success of utilizing the dowry depends heavily on the husband's commitment to It is crucial to implement the dowry according to the initial agreement. If the agreement is not fulfilled, the positive impact can turn negative and create new problems. Therefore, according to Mrs. Laila, openness and honesty between husband and wife are key to ensuring the successful use of the dowry. Meanwhile, the third respondent, Mrs. RW, experienced a different situation. She felt that using the dowry as business capital had no significant impact on the family's economic situation because the business was not growing. Furthermore, the use of the dowry actually caused serious problems in the household. Differences in understanding between her and her husband regarding the status of the dowry were the main cause of the conflict. Mrs. RW considered the dowry a loan that should be repaid, while her husband viewed it as an absolute gift. This disagreement led to protracted arguments, ultimately leading to divorce.

From these three interviews, it can be concluded that using the dowry as business capital can have both positive and negative impacts. Positive impacts occur when the dowry is accompanied by a clear agreement and a shared commitment and responsibility between husband and wife. However, without this understanding, the use of the dowry can actually trigger domestic conflict and even lead to separation. The author continues with the final question, "If at any time the business being run fails or there is a difference of opinion regarding the use of the dowry, what is the solution?"

Responding to this, Mrs. Darmi explained:

"If the business fails, I won't make a big deal out of it, let alone take it to court. For me, the most important thing is that my husband

remains responsible for providing for the family every day. If the dowry that was used as capital is used up, so be it, because everything we have belongs to God. So I prefer to accept it. As long as my husband is serious about his efforts, I still respect that. In fact, I think the dowry shouldn't be viewed solely as property, but rather as a way for us to trust each other and share responsibility in building a household.”¹¹²

Mrs. Laila, the second respondent, argued:

“If it turns out the dowry wasn't used for its intended purpose, then I think it's best for the husband to return it, so that the wife's rights are properly protected. But if the business started with the dowry fails, I prefer to be patient and accept it. It's just like any business; sometimes it succeeds, sometimes it doesn't; it can be a test in a marriage. The important thing is that the husband remains responsible and tries, so we can face the failure together.”¹¹³

The third respondent, Mrs. RW, gave Explaining that if there are differences of opinion regarding the use of the dowry, especially when the husband does not uphold the initial agreement, this can cause serious problems. Mrs. RW stated:

"In my opinion, the dowry remains the wife's right, even if it is used for business. So it should be treated like a loan that can be repaid. But in reality, my husband considers the dowry to be an absolute gift, so it doesn't need to be repaid. This is where quite serious differences of opinion began to emerge. The business they were running was unsuccessful and actually exacerbated the problems. Because these differences of understanding could not find a compromise, the conflict escalated and ultimately led to divorce. For me, divorce was the last resort to protect my right to the dowry and to avoid further injustice in the household."

Based on interviews with the three respondents, it can be concluded that there are differing views on how to address the issue of failure of a business run with dowry capital or disagreements over its use. Ms. Darmi emphasized sincerity and respect for her husband's commitment to providing for the family, so she believes business failure should not be taken to court. Conversely, Ms. Laila emphasized the importance of protecting a wife's rights. She argued that if the dowry is not used as

originally agreed, the solution is to request its return. However, if the business fails, patience and sincerity remain key as a means of accepting the challenges of marriage. Ms. RW, meanwhile, expressed a more assertive view. She believed that the dowry should remain a wife's right, a right that can only be lent, not granted. Due to the lack of a written agreement and differing perceptions with her husband, conflict arose, ultimately resulting in divorce. Ms. RW's stance demonstrates that for some, protecting the right to dowry is a matter of principle, and when clarity and fairness are lacking, divorce is considered the solution. From these three perspectives, it is clear that using a dowry as business capital has varying consequences depending on the level of sincerity, agreement, and clarity of the agreement between husband and wife. This demonstrates the importance of open communication and a clear understanding, even preferably in writing, to protect the rights of each party and avoid potential future conflict.

c. Author's Analysis

In Islamic law, according to the Shafi'i school of thought, the dowry holds a very important position. The dowry is not merely a symbol of marriage, but truly becomes the wife's property from the moment the marriage contract is concluded. This right is called *tamlik kulliy*, which is a full gift from the husband to the wife that cannot be disputed. Therefore, any use or utilization of the dowry by the husband must have the permission and consent of the wife. If the husband uses the dowry without permission, then the act is considered *ghasab*, or taking another person's rights by force, and is prohibited according to Islamic jurisprudence.

Research in the Langien Settlement reveals diverse practices within the community. Interviews with religious leaders such as Waled, Tgk. Mardhiati, and Abon, as well as testimonies from wives, reveal that dowries are used in various ways. Some couples use dowries with the wife's full permission. For example, a wife allows her husband to use the dowry for business capital or household needs. This practice complies with Islamic law because it is done voluntarily, thus legally transferring ownership. Other wives allow the dowry on the condition that it is a loan, so that even if the husband uses it, ownership remains with the wife and must be returned later. Neither method violates Islamic law because it involves a clear agreement.

The verse also indicates that if a wife voluntarily gives part of the dowry to her husband, whether in the form of a gift or other voluntary gift,

the husband is permitted to accept it with pleasure. The verse "accept and enjoy it" emphasizes that accepting a dowry from a wife given willingly does not constitute sin, as the wife's rights have been prioritized and given voluntarily and openly.

However, there are still practices where husbands use the dowry without the wife's explicit permission. In such cases, many husbands assume that after marriage, all property automatically becomes joint property, including the dowry. This view clearly contradicts Shafi'i jurisprudence, as the dowry remains the wife's personal property. The case of Mrs. RW is a concrete example: the dowry was used for business without a written agreement, and the husband considered it a full gift from his wife. When problems arose, conflict ensued, ultimately leading to divorce. This incident demonstrates that unauthorized use of the dowry can have detrimental effects and lead to marital discord.

Through this research, the author assesses that the discrepancy between theory and practice is caused by several factors. First, the public's lack of understanding of Islamic law regarding the dowry. Many people still assume that all property after the marriage contract is joint property, even though Islamic jurisprudence stipulates that the dowry remains the wife's property. Second, the family's often difficult economic situation makes dowries a quick solution for business capital or urgent needs. For this economic reason, permission or agreements are often ignored. Third, the still-strong patriarchal culture in society means that many economic decisions are made by the husband. This leads wives to sometimes resign themselves or hand over their dowries without much discussion. Fourth, religious and traditional leaders do play a role in resolving conflicts, but often outweigh the obvious.

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must be returned later. Neither method violates Islamic law because it involves a clear agreement (Rofiq et al., 2023).

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Comparing theory and field findings, a significant gap is apparent. Shafi'i jurisprudence (fiqh) theory clearly stipulates that the dowry is the wife's absolute right and can only be used with a valid agreement. Meanwhile, the reality on the ground shows that the dowry is often a compromise between household finances. Many husbands use part of the

dowry as business capital after obtaining their wives' verbal permission, while cases like Mrs. RW's demonstrate the risks when agreements are unclear. This phenomenon demonstrates that society tries to balance religious rules with the demands of daily life, so that practices do not always strictly align with Islamic jurisprudence (fiqh) theory. Based on the author's analysis, using a dowry as business capital can be beneficial (mashlahat) if done with the wife's explicit permission. In this way, the dowry becomes not only a symbol of marriage but also provides tangible benefits for the sustainability of the household. The practice of using dowries in the Langien Settlement reflects the dynamic adaptation of Islamic law to social and economic conditions. Husbands and wives strive to find solutions to meet their economic needs without neglecting the wife's rights, although in some cases there are differing perceptions regarding the status of the dowry. Through deliberation, willingness, and agreement, even if only verbal, are important instruments for maintaining moral and social acceptance of the practice of using dowries.

However, if done without permission or a clear agreement, The use of dowries actually creates serious problems. To prevent this, written permission or a more formal agreement is actually better than a verbal agreement, as it provides certainty and prevents future misunderstandings. This also aligns with the Islamic jurisprudence principle, which states that the most important thing in a contract is the intent and purpose, not just the words or the outward form.

Based on the overall findings and analysis, the author believes that the practice of dowry use in the Langien Settlement demonstrates a significant need for improved understanding of Islamic family law. This also confirms that the implementation of Shafi'i fiqh principles in practice is flexible, but must still be based on an awareness of the wife's rights and ensure compliance with Shafi'i fiqh. Good literacy in dowry fiqh is crucial to prevent misconceptions about the wife's status. With proper understanding, the wife's rights are better protected, the household can be more harmonious, and the dowry can be managed productively to improve family welfare. Therefore, although socio-economic conditions often lead couples to use dowries as business capital, this must still be done in accordance with Islamic law, namely with the permission and clear agreement of the wife.

C. CONCLUSIONS

1. Based on research and interviews with sources in the Langien Settlement, it can be concluded that:
2. 1. The Shafi'i jurisprudence view emphasizes that the dowry is the wife's full right from the moment the marriage contract is valid. In practice, Shafi'i jurisprudence permits the husband's use of the dowry as business capital only with the wife's permission and consent. Using the dowry without the wife's consent constitutes ghasab, which is prohibited and must be returned. In practice in the Langien Settlement, some husbands use the dowry for business capital after obtaining verbal permission or mutual agreement. While cases without such agreement have led to conflict and even divorce, as seen in the experience of the neighborhood head (Bu RW). This demonstrates that the application of the principles of Shafi'i jurisprudence is very flexible, provided there is deliberation, the wife's consent, and a clear agreement between the couple.
3. 2. Regarding the impact of the dowry, research indicates two sides: positive and negative. Positive impacts are seen when the dowry is used as agreed, for example, as capital for opening a garden or grocery store, thus easing the family's financial burden and strengthening cooperation and mutual understanding between husband and wife. Negative impacts arise when the agreement is unclear or only verbal without documentation, resulting in differing perceptions between husband and wife, potentially leading to conflict and violations of the wife's rights.

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