From Financial Right to Exit Leverage
An Economic Analysis of Mahr in Iranian Family Law

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October 2026

Abstract

Proposals to restrict coercive enforcement of mahr, a financial entitlement owed by the husband to the wife under an Iranian marriage contract, are often framed as a choice between protecting women and imprisoning debtors. That framing misses how mahr operates within the wider allocation of divorce rights, marital property, unpaid care, and postdivorce support. This Article distinguishes the nominal amount recorded in a marriage contract from the value a woman can actually collect or use when seeking to leave a marriage. It argues that an enforceable mahr claim can supply limited economic security and bargaining power where other protections are weak, while its present design can also produce unpayable debts, prolonged litigation, and dependence on a private claim. A reform that weakens collection before improving equal access to divorce, recognition of care work, property sharing, and civil enforcement risks shifting the cost of marital breakdown onto women. The Article assesses proposed Iranian changes, draws a bounded comparison with Turkey and evidence from Egypt, and proposes a sequence of reforms that would replace reliance on a volatile debt with more reliable rights. Its specific proposals include rebuttable presumptions concerning domestic work, clearer asset-disclosure procedures, and temporary support that remains distinct from the mahr debt.

Keywords: mahr; Iranian family law; divorce; economic security; unpaid care work

I. Introduction

A recent proposal to amend the rules governing mahr revived debate over coin amounts and the detention of mahr debtors. On August 23, 2026 (1 Shahrivar 1405), the Iranian Parliament approved provisions intended to reduce the reach of Article 3 of the Law on the Enforcement of Financial Judgments from claims measured by 110 gold coins to those measured by fourteen coins. The proposal did not cap the underlying mahr debt at fourteen coins. It also contemplated electronic monitoring rather than incarceration for some judgment debtors. Other provisions addressed asset identification, revision of installments amid price fluctuations, divorce, and a wife's right of retention. The Guardian Council and the High Supervisory Board of the Expediency Discernment Council objected to portions of the measure. Among other objections, the Guardian Council rejected a fixed

fourteen-coin threshold as a substitute for assessing the debtor's actual ability to pay. The measure returned to Parliament for revision.[1]

The choice between fourteen and 110 coins, however, does not capture the central issue. Mahr is a financial claim whose value depends on the surrounding family-law system: whether a woman can obtain divorce, earn an income, secure housing, share in property accumulated during marriage, and enforce a judgment. Changing collection rules can alter each spouse's bargaining position and the economic cost of leaving.

This Article does not defend incarcerating a person who cannot pay, or the practice of recording obligations wholly detached from available resources. A gold-coin obligation can become enormous as prices change; enforcement can take years; and a wife may relinquish her claim to obtain a divorce. Structural reform is necessary. Its sequence matters. If the law weakens an existing collection mechanism without supplying other effective protection, women may bear a larger share of the economic risk of divorce.

II. The economic function of mahr

In Shi'i jurisprudence and Iranian law, mahr (or sadaq) is a financial entitlement owed by the husband to the wife under the marriage contract. Qur'an 4:4 directs its payment to women, and Article 1082 of Iran's Civil Code provides that she owns it upon conclusion of the marriage contract. Mahr should therefore not be equated with a price paid for a woman or a payment to her family.

Its purposes have nevertheless varied across time and place. Yossef Rapoport's historical study of late medieval Cairo, Damascus, and Jerusalem, for example, describes different functions of immediate and deferred dower and other marital payments. To understand mahr's present operation one must examine women's property rights, ability to work, divorce rules, and the practical enforcement of obligations.[2]

In contemporary Iran, mahr is commonly payable on demand: a wife need not wait for divorce to claim it. Parties may instead make payment contingent on the husband's financial ability. Yet disputes often become acute when the marriage breaks down. Article 1085 of the Civil Code gives a wife a right of retention in respect of immediately payable mahr: she may withhold performance of the marital duties described by that provision until payment.[3]

III. Legal characterization and the timing of obligations

Shi'i legal scholarship differs over the nature of marriage and mahr's relationship to sexual access. One view treats mahr as consideration for sexual relations; another treats it as a gift or independent

[1] Guardian Council, "Details of the Examination of the So-Called Mahr Bill." September 22, 2026 (31 Shahrivar 1405) [in Persian]. See also Family Protection Act of 2013, art. 22. The text of the approved measure is reproduced by Ekhtebar, September 16, 2026.

[2] Yossef Rapoport, Marriage, Money and Divorce in Medieval Islamic Society. Cambridge Studies in Islamic Civilization (Cambridge: Cambridge University Press, 2005).

[3] Iranian Civil Code, arts. 1082 (including the 1997 note), 1085, 1086, 1087, 1092, 1119, 1130, 362, and 377.

financial entitlement. An intermediate account recognizes that marriage is not a purely reciprocal exchange, even though some of its legal consequences resemble exchange. In my view, that account best fits the Civil Code as a whole.[4]

Under the law currently in force, Article 1082 vests ownership of mahr at marriage, while Article 1085 provides a right of retention for immediately payable mahr. If a wife voluntarily performs the duties covered by Article 1085 before receiving payment, Article 1086 removes that right of retention, although her mahr claim survives. Article 1087, which permits a valid permanent marriage without a specified mahr, shows that marriage is not a pure exchange. Article 1092, by contrast, provides for half the mahr upon divorce before consummation and indicates that mahr is not unrelated to the marital relationship. Taken together, these rules support an intermediate reading. Immediate vesting does not by itself refute an exchange element: under Article 362, ownership of the exchanged assets in a sale passes upon conclusion of the contract. Article 377 also permits parties to a sale to withhold delivery, offering an analogy to the right of retention under Article 1085. This similarity in enforcement does not equate marriage with sale.

The economic imbalance lies elsewhere. The debt arises at marriage, yet collection may be delayed for years. During that time, the wife is expected to perform marital duties and, in practice, may also undertake daily domestic and care work. Once the condition in Article 1086 is met, she loses the right-of-retention tool. Calling mahr "insurance" describes a possible economic function, not its doctrinal nature or the pricing of a woman.

Consider a wife who leaves paid employment or forgoes income opportunities during marriage and performs much of the household and childcare work. At divorce she does not automatically receive a share of all assets acquired during the marriage. Mahr may partly offset that loss. Where housing, social support, and a stable income after divorce are unavailable, it can resemble private insurance. But no fund has necessarily been set aside. The claim's value depends on the husband's resources, traceable assets, and the ability to pursue enforcement. Mahr therefore does not invariably provide security. This observation cannot justify detention of genuinely insolvent debtors; it explains why a single claim is asked to substitute for several missing protections: a share of marital acquisitions, compensation for care work, support during the transition after divorce, and sometimes leverage to secure the husband's agreement to divorce.

IV. The contract amount and the collectible value

The figure written into a marriage contract is not the amount ultimately recovered. Its present value, the fraction that can be collected, and the time and expense of collection all matter.

A promise of 500 gold coins may look substantial on paper. If the husband has no identifiable assets, proceedings last years, or the wife relinquishes much of the claim in exchange for divorce, its practical

[4] Mehdi Safari and Mojtaba Masoudi, "An Inquiry into the Nature and Position of Marriage, with Emphasis on Its Quasi-Exchange Character in Imami Jurisprudence" [in Persian]. Fiqh va Tarikh-e Tamaddon 21, no. 79 (Spring 1403 SH): 64–77. See also Iranian Civil Code, arts. 1082, 1085, 1086, 1087, 1092, 362, and 377.

value is far lower. A smaller mahr partly paid at marriage or secured by an identifiable asset might protect her better. This is an illustration of the difference between a promise and recoverable property, not an estimate drawn from individual case files.

Coin prices widen that gap. An amount that appeared affordable when agreed can exceed the husband's income and property following a rise in gold prices. Using annual data from 1980 to 2014, Farzanegan and Gholipour reported a long-run association between the real coin price and Iran's divorce rate and identified financial strain as one possible explanation. Their study does not establish causation and does not cover the price surges after 2018. Denominating mahr in gold may preserve a wife's nominal claim against inflation, but it also imports fluctuations in gold and currency markets into family obligations. Household earnings need not rise with gold prices. A claim can thus grow on paper while becoming harder to recover. Gold coins are not the only way to preserve value: the 1997 note added to Article 1082 adjusts mahr denominated in Iranian currency according to changes in the annual price index.[5]

V. Mahr and the ability to exit marriage

A spouse's bargaining position depends partly on what happens if the marriage ends: access to housing and income, and the legal ability to obtain divorce. Family economics calls the next-best alternative the "outside option." Depending on the model, a "threat point" may be life after divorce or a noncooperative state within the marriage.[6]

Iranian women and men do not hold equivalent powers to terminate marriage. A wife may obtain delegated authority to divorce or other contractual conditions in the marriage contract. She may also seek divorce for hardship under Article 1130 of the Civil Code, but that route has substantive and evidentiary requirements. A husband's general authority to divorce is broader. Nor is there a statutory rule automatically giving a wife half of the property accumulated during marriage; the division clause in some marriage contracts is conditional and limited. Article 23(4) of the International Covenant on Civil and Political Rights, to which Iran is a party, offers a relevant standard: states must take appropriate steps to ensure equality of spouses' rights and responsibilities during marriage and at its dissolution.[7]

An enforceable mahr claim may alter this position by raising the cost of unilateral divorce or abandonment of obligations. Upon separation, it can provide money for legal representation, housing,

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[5] Mohammad Reza Farzanegan and Hassan F. Gholipour, "Does Gold Price Matter for Divorce Rate in Iran?" Journal of Family and Economic Issues 39, no. 4 (2018): 588–599.

[6] Marilyn Manser and Murray Brown, "Marriage and Household Decision-Making: A Bargaining Analysis." International Economic Review 21, no. 1 (1980): 31–44. Shelly Lundberg and Robert A. Pollak, "Separate Spheres Bargaining and the Marriage Market." Journal of Political Economy 101, no. 6 (1993): 988–1010. Marjorie B. McElroy and Mary Jean Horney, "Nash-Bargained Household Decisions: Toward a Generalization of the Theory of Demand." International Economic Review 22, no. 2 (1981): 333–349. Bina Agarwal, "'Bargaining' and Gender Relations: Within and Beyond the Household." Feminist Economics 3, no. 1 (1997): 1–51.

[7] United Nations, International Covenant on Civil and Political Rights, art. 23(4).

or reentry into paid work. But a wife may also have to relinquish the very claim on which she relies in order to obtain divorce.

Article 6 of the recent proposal illustrates that dual role. It would add several circumstances to Article 1130, including one year of continuous separate residence, a wife's intense aversion to continuing the marriage, and invocation of the right of retention one year after marriage. Recognizing these circumstances could clarify access to divorce. In the approved text, however, use of these grounds was conditioned on surrendering all of the wife's financial rights. A court could also, at the husband's request, condition divorce on returning all or part of a previously recovered entitlement, property, or gift. The Guardian Council found it unclear whether restitution would remain subject to applicable laws and regulations. A financial safeguard can thus become the price of exit.[8]

Women do not benefit equally from mahr. Effective use depends on legal knowledge, court access, identification of a husband's assets, and the capacity to bear litigation costs. Better-resourced families may make greater use of the rules than poorer families, but the size of any such difference cannot be established without case-level evidence. An empirical assessment should distinguish the contracted mahr from the amount collected, time to judgment, insolvency findings, assets located, and the amount relinquished to obtain divorce.

Egypt's experience helps explain the importance of access to divorce. A reform of khul‘ allowed a wife to divorce without proving the husband's fault, in exchange for foregoing maintenance and deferred dower and returning dower already received. Corradini and Buccione reported a reduction of about seven percentage points in intimate partner violence after the reform and an increase of about six percentage points in school enrollment among children aged fifteen to twenty-four, but no statistically significant effect on women's labor-force participation. The estimated violence reduction was larger in wealthier households, although the difference across wealth groups was not statistically significant. This evidence does not prove that women should surrender financial entitlements to divorce. It indicates that a usable route out of marriage can affect their position within it.[9]

VI. The costs of the present arrangement

First, the promise is often unsupported by an identified asset. Spouses can record a large figure at marriage while postponing its true cost. When payment is sought, the husband may be unable to meet the obligation. A large nominal promise is not necessarily real security.

Second, collection can be costly for both parties. Courts must assess capacity to pay, installment schedules and revisions, and asset identification. Article 3 of the Law on the Enforcement of Financial Judgments permits detention under specified conditions until the judgment is satisfied, insolvency is accepted, or the creditor consents. Insolvency here means inability to pay a debt. A debtor who files an insolvency claim with an asset statement within thirty days is not detained while it is determined.

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[8] Text approved August 23, 2026, art. 6 [in Persian]. Guardian Council, source cited in note 1.

[9] Viola Corradini and Giulia Buccione, "Unilateral Divorce Rights, Domestic Violence and Women's Agency: Evidence from the Egyptian Khul Reform." Journal of Development Economics 160 (2023): 102947.

The issues therefore include the speed of adjudication and accurate assessment of means, as well as incarceration. The law should distinguish a genuinely insolvent debtor from one who conceals property to avoid payment.[10]

Third, unpaid domestic and care work lacks adequate recognition. Household work covers daily activities such as cooking and cleaning; care work also includes looking after children, older people, or those who are ill. The note to Article 336 of the Civil Code provides compensation for work that a wife is not religiously obliged to perform and that customarily has a price, if she performed it at the husband's direction and without intending to do it gratuitously. Proving those requirements, especially the husband's direction and lack of gratuitous intent, can be contested. Such compensation is not itself a share in the property a family acquired over years. In my assessment, the sums courts award are often low in light of inflation and the value of women's labor, although measuring this gap properly requires a systematic review of judgments. Mahr continues to fill part of the gap left by property division and the treatment of care work.[11]

The existing law can be criticized without misstating it. The note to Article 336 concerns work that a wife is not religiously obliged to perform; it does not itself identify each category of such work. For example, Ayatollah Sistani's ruling treats ordinary household tasks as nonobligatory in the absence of a contractual stipulation. A requirement that the husband directed the work also fits poorly with the gradual and tacit division of labor in many households. Article 30 of the Family Protection Act concerns ordinary family expenses that are the husband's responsibility. Once a wife establishes that she paid those expenses from her own property with his permission or at his direction, the husband must prove any claimed gratuitous intent. That provision does not directly govern housework. Nevertheless, just as paying expenses owed by the husband does not necessarily constitute a gift from the wife, performing work she is not obliged to undertake should not itself establish that she intended to work gratuitously. I propose that legislation establish two rebuttable presumptions for sustained domestic and care work that was not religiously obligatory, customarily commands remuneration, and was performed with the husband's knowledge and acceptance: an implied request by the husband and the absence of gratuitous intent by the wife. She would have to establish the work and these surrounding circumstances; he could rebut either presumption. The proposal thus addresses both the difficulty of proving his direction and that of establishing her intent. This shift in the burden of proof requires express legislation and is not presented as the law currently in force.[12]

Fourth, overreliance on mahr may postpone other reforms. A financial claim can be mistaken for a sufficient response to unequal divorce rights, ownership, and employment opportunities. The husband

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[10] Law on the Enforcement of Financial Judgments of 2015, art. 3.

[11] Khadijeh Moradi and Atekeh Ghasemzadeh, "The Wife's Remuneration for Work (Ujrat al-Mithl) in Islamic Jurisprudence and Iranian Law in Light of the Family Protection Act of 2013" [in Persian]. Fiqh va Mabani-ye Hoquq-e Eslami 48, no. 2 (1394 SH/2015): 301–317. See also Civil Code, art. 336, note; Family Protection Act, arts. 29–30.

[12] Civil Code, art. 336, note. Family Protection Act, art. 30. Seyyed Ali Hosseini Sistani, Tawzih al-Masa'il-e Jame', vol. 4 (1403 SH ed.), ruling 270 [in Persian]. The presumptions of an implied request and absence of gratuitous intent are legislative proposals subject to the conditions stated in the text. Article 30 is not presented as directly governing remuneration for housework.

remains the primary provider while the wife receives a promise of money against economic dependence. The legal relationship among mahr, maintenance, and marital duties can perpetuate that arrangement.[13]

Within this structure mahr is both a safeguard and a trap. It may be one of the few assets a wife can claim in the absence of stronger protections. But the presence of a private debt can delay reform of divorce rights, property division, recognition of domestic and care work, and public support after divorce. A woman has a bargaining tool for exit instead of an equal right to exit; she holds a claim against her husband instead of a defined share in marital acquisitions. Collection remains uncertain.

VII. A sequence for reform

The present structure needs reform because it provides uncertain protection for women and imposes costs on both spouses and the courts. The parliamentary proposal identifies real problems, including asset tracing, revision of installments after severe price movements, and transfers designed to evade payment. Those provisions warrant precise drafting. A fixed coin ceiling, however, cannot replace an individualized assessment of means, and a new path to divorce should not require a wife to surrender all financial rights.

Turkey offers a useful, limited comparison. Mahr is not an automatic incident of civil marriage under the Turkish Civil Code, although courts have considered certain written mahr undertakings, particularly deferred mahr, under the law of gifts and obligations. The larger difference concerns the package of marital rights. Articles 202, 218, and 219 of the Turkish Civil Code make participation in acquired property the default marital property regime. Article 166 allows either spouse to seek divorce for the fundamental breakdown of the marital union. Articles 174 and 175 provide for compensation and poverty-based postdivorce maintenance under specified conditions. Financial security thus does not depend solely on a difficult-to-collect marital debt. This framework cannot simply be imported into Iran without considering Turkey's secular family-law structure, enforcement institutions, and social supports.[14]

In light of those comparisons and mahr's actual role in Iran, reform should proceed along connected lines. A wife should not have to forgo all financial entitlements to obtain divorce. Prolonged separation and intense aversion may clarify Article 1130, but reliance on the right of retention should not cost her the entirety of her economic protection.

Property division should account for unpaid household and care work. Legal title alone does not capture each spouse's contribution to assets accumulated during marriage. Caring for a child and maintaining a home may enable the other spouse to work and earn income; that contribution should yield an enforceable financial interest. For remuneration under Article 336 (ujrat al-mithl), the

[13] Ziba Mir-Hosseini, "The Construction of Gender in Islamic Legal Thought and Strategies for Reform." Hawwa 1, no. 1 (2003): 1–28.

[14] Barış Demirsatan, "Translating Mahr into Secular Categories: Turkish Civil Law and the Legal Characterization of an Islamic Institution." Religions 17, no. 10 (2026): 1112. See also Turkish Civil Code, Law No. 4721, arts. 166, 174, 175, 202, 218, and 219.

rebuttable presumptions of an implied request and the absence of gratuitous intent, subject to the conditions proposed above, could reduce evidentiary obstacles.

Postdivorce support should be accessible. Child-related expenses, temporary housing, legal assistance, and services for survivors of violence can reduce hardship during the transition.

Mahr itself should be backed by recoverable value. Partial payment at marriage, transfer of an identified asset, inflation-adjusted cash (already possible under the Civil Code), or a traceable financial guarantee may protect a wife better than an unsupported promise of hundreds of coins. Before signing, both spouses should understand the obligation and the contract terms. Financial disclosure, an explanation of mahr and optional conditions, and access to independent advice can reduce unrealistic commitments.

Enforcement should distinguish inability from deliberate evasion. Article 11 of the International Covenant on Civil and Political Rights prohibits imprisonment merely on the ground of inability to fulfill a contractual obligation. Whether and how that provision applies to mahr requires careful analysis. In any event, a debtor who cannot pay should not be treated as one who hides assets to avoid payment.[15]

Reform must also address existing entitlements. Some women made decisions about employment, childbearing, and family care in reliance on current rules. If a new law suddenly undermines collection of claims established under those rules, those decisions cannot be undone. Clear transitional provisions should therefore specify the treatment of mahr agreed before a new law enters into force.

VIII. Asset-based enforcement and replacement support

Implementing these recommendations requires distinguishing gaps in legislation from failures of enforcement. Article 96 of the Civil Enforcement Act already permits attachment of part of a debtor's salary and benefits. Articles 19 and 24 of the Law on the Enforcement of Financial Judgments address asset inquiries and property exempt from execution. The proposal is therefore more specific than simply adding these tools: fixed response deadlines, traceable records of inquiries, fewer repetitive applications, and examination of income unsupported by formal payslips, with an opportunity for the debtor to contest the assessment. Case-file research should measure the delay and expense involved in locating assets.[16]

A transitional support fund must also be distinguished from a guarantee of mahr payment. In Egypt, the Family Insurance Fund, established under Law No. 11 of 2004 and administered by Nasser Social Bank, supports payment of court-ordered maintenance before recovery from the debtor. The bank's service description states a ceiling of EGP 500 per month for payment without awaiting recovery.

[15] United Nations, International Covenant on Civil and Political Rights, art. 11.

[16] Civil Enforcement Act of 1977, art. 96. Law on the Enforcement of Financial Judgments of 2015, arts. 2, 10, 11, 19, and 24. Article 10 requires prompt inquiry into the debtor's means following an insolvency application; Article 11 requires regard for necessary living expenses in installment orders. The proposal concerns improving and evaluating implementation of these existing duties.

This coverage should not be treated as a guarantee of every financial entitlement after divorce, including deferred mahr and mut'a compensation. A 2004 Human Rights Watch report also documented difficulty recovering from private-sector and informal workers in the bank's earlier experience.[17]

For Iran, this experience points to the need for stable funding, adjustment of support to living costs, and precise eligibility rules. I propose that a fund provide temporary subsistence support and have recourse against the responsible person only within the limits of that person's legal obligation. His inability to pay should neither interrupt support to the woman nor turn the assistance into her debt. Mahr would remain an independent claim. Proposals to replace Egypt's fund must also be assessed separately from the mechanism established in 2004.[18]

A concrete legislative proposal for marriage contracts would make standardized protections, such as participation in acquired property and delegated divorce authority in specified circumstances, default terms. Removing them would require a separate, informed declaration. This is a proposal for legislation, not a description of present law or an automatic consequence of Civil Code Article 1119. Independent explanation of the consequences and a record of consent would help prevent merely formal waivers made under pressure. Mandatory minimum protections should remain beyond contractual exclusion.[19]

The relationship among financial entitlements also needs clarification. In the proposed model, receipt of a participation share would not automatically reduce mahr: the two entitlements have different legal bases. Avoiding double recovery concerns compensation claimed twice for the same identifiable work or contribution, for example when calculating both ujrat al-mithl and a participation share. A transfer made in satisfaction of mahr should be recorded as such, so that it is not confused with settlement of a participation claim.[20]

The juristic basis for these proposals could be examined through contractual conditions, remuneration for work, and the principle against harm (la darar). Invoking these principles alone does not establish the validity of every proposed mechanism. Each proposal must also be assessed against the Guardian Council's review standards and the General Policies on the Family invoked by the High Supervisory

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[17] Nasser Social Bank, "Family Insurance Fund." Service description for the fund established under Law No. 11 of 2004. Accessed October 22, 2026. The EGP 500 figure is stated on the bank's service page. For historical difficulties of recovery from private-sector and informal workers, see Human Rights Watch, Divorced from Justice, November 30, 2004, section "The Family Insurance System Fund". That report addresses the bank's earlier experience and is not an evaluation of the fund's current performance.

[18] Egypt, State Information Service, "Cabinet Approves a Bill Establishing and Regulating the Solidarity Fund to Support the Egyptian Family." May 13, 2026 [in Arabic]. Al-Ahram Gate, report on the referral of the Egyptian family support fund bill to joint parliamentary committees. October 12, 2026 [in Arabic]. These sources describe proposals and legislative consideration; they do not establish that replacement of the fund has entered into force.

[19] Civil Code, art. 1119. The conversion of protective terms into defaults, and the limits on their exclusion, are legislative proposals requiring separate legal and juristic examination.

[20] Civil Code, art. 1082, on the wife's ownership of mahr upon marriage. The absence of automatic deduction from a participation share, and the method of preventing double recovery, are parts of the proposed model rather than statements of existing property-division law.

Board. A dynamic approach to jurisprudence here requires explaining how a new instrument relates to each spouse's independent financial rights.[21]

Evaluation of a pilot should record the time to first payment, the proportion of the claim recovered, litigation costs, and the woman's housing situation. These data would support revision of payment ceilings, funding, and recovery procedures.

IX. Conclusion

The order of change matters. Equal access to divorce, a share in marital acquisitions, recognition of unpaid work, and effective civil collection should be strengthened before mahr's role is reduced. Weakening enforcement first removes imperfect private protection before a more reliable system exists.

The goal is neither to preserve promises of hundreds of coins nor to reinstate broad detention. It is to replace uncertain, volatile debt with a set of defined and enforceable rights. During that transition, mahr can remain one component of economic security. It cannot take the place of equal exit rights, a fair interest in marital property, economic independence, and public support.

[21] For objections to the approved measure, see the sources in note 1. Reliance on la darar here is a proposed line of juristic inquiry; it does not alone establish the validity of a new financial regime or authorize extinguishing either spouse's independent rights.

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