

## An Islamic Alternative: Temporary Marriage

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### A. Introduction and historical development

In the Shīʿī school of Islamic jurisprudence one can find the institution of temporary marriage (mut<sup>ʿ</sup>a). Mut<sup>ʿ</sup>a is a contract of marriage in which a man and an unmarried woman decide to marry each other for a stipulated period of time. Under the concept of temporary marriage a couple is allowed religiously and legally to live as husband and wife, i.e. have licit sexual relations without necessarily binding themselves in a life long commitment.

Mut<sup>ʿ</sup>a is not a non-marital cohabitation. In the context of Islamic countries it must however be borne in mind, that sexual relations out of wedlock are considered fornication and can carry heavy penal sanctions. Sexual relations are only considered legitimate and legal within the framework of marriage. Since getting married requires substantive financial means, the concept of a legal bond, whereby sexual relation become legitimate without creating a life long commitment, may be an institution worth some attention.

Mut<sup>ʿ</sup>a, meaning “marriage of pleasure”, is a pre-Islamic tradition of the Arabian Peninsula. It has retained legitimacy only in the Shīʿī school of law, while it has been outlawed by the Sunnī school of Islamic jurisprudence. The Sunnī authorities agree that temporary marriage was permitted at the time of the prophet Mohammad,<sup>1</sup> but they maintain that it was prohibited under the

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<sup>1</sup> The source of temporary marriage in the Qur’an is Sura 4 Verse 24: “Also (prohibited are) women already married, except those whom your right hands possess: Thus hath God ordained (Prohibitions) against you: Except for these, all others are lawful, provided ye seek

second Caliph Omar in the seventh century A.D.<sup>2</sup> In contrast, the Shī'ī argue that since the Prophet did not ban it, it is not permissible to forbid it<sup>3</sup> and they cite numerous hadith<sup>4</sup> from Sunnī as well as Shī'ī sources to prove their point of view.<sup>5</sup> As far as codification of temporary marriage is concerned, only the Iranian Civil Code of 1935 regulates it explicitly,<sup>6</sup> whereas Sunnī Islamic countries do not accept temporary marriage as a legitimate marriage.<sup>7</sup>

Although the attitude towards *mut'a* in Islamic countries has often been one of disdain and ambivalence,<sup>8</sup> it is the legal consequence of *mut'a* that this paper wants to examine. Notwithstanding the moral aspects and the discussions on *mut'a* within the Islamic community, possible gains for non-marital cohabitation may be deduced from certain of the provisions of *mut'a*, in particular the regulations on the legal status of children born into such a temporary marriage.

It must be borne in mind that the concepts underlying Muslim marriage follow essentially a patriarchal pattern. In many respects the law differentiates between men and women in a discriminatory manner. For the sake of completeness the regulations will be presented as they exist; for the purpose of extracting some inspiration for non-marital cohabitation, however the specific gender issues will be disregarded and the regulations shall be analysed by supposing an equal treatment of man and woman.

## B. Permanent marriage (*nikāh*)

### I. Contractual character

In Islamic jurisprudence marriage is a solemn civil contract, entered into by a man and a woman, whereby their sexual relationship becomes legitimate. Marriage is the only legal framework for the procreation of children.<sup>9</sup> Whereas many emphasize the purely civil character of marriage,<sup>10</sup> it must not be for-

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(them in marriage) with gifts from your property – desiring chastity, not lust, seeing that ye derive benefit from them, give them their dowers (at least) as prescribed; but if, after a dower is prescribed, agree mutually (to vary it), there is no blame on you, and God is All-knowing, All-wise.)”.

<sup>2</sup> See *Haeri*, Law of Desire, Temporary Marriage in Iran, 1989, p. 1.

<sup>3</sup> See *Emāmī*, *Hoqūq-e madanī* [Civil Law], vol. V, 2. ed. 1984, p. 99.

<sup>4</sup> A hadith is a narration about the life of the Prophet Mohammad, his deeds and actions. They are to be followed as an example by the Islamic community and are considered the second source of law after the Qur'an.

<sup>5</sup> See for the hadith on *mut'a* '*Allāmeḥ-Hā'erī*, *Ezdevāḡ-e movaqqat dar hoqūq-e Īran* [Temporary Marriage in Iran], 2001, p. 71-80.

<sup>6</sup> Art. 1075-1077, 1085, 1113, 1139 Iranian Civil Code, hereafter abbreviated CC.

<sup>7</sup> *Bakhtiar*, *Encyclopedia of Islamic Law – a Compendium of the Major Schools*, 1996, p. 461.

<sup>8</sup> See for a thorough discussion *Haeri* (n. 2 2) 199-211.

<sup>9</sup> *Pearl/Menski*, *Muslim Family Law*, 3. ed. 1998, p. 139.

<sup>10</sup> *Fyze*, *Outlines of Muhammadan Law*, 4. ed. 1974, p. 9.

gotten that Muslim marriage has religious elements and can not be purely defined as a matter of contractual agreement between two individuals.<sup>11</sup>

## II. Essential requirements

Marriage requires the two essential elements of offer and acceptance expressed in the same meeting with the intention of marriage. Normally the woman makes the offer while the man accepts it. The parties must be free of all marriage hindrances such as blood relationship, relationship by marriage, and foster relationship.<sup>12</sup> There should not be any religious hindrances either: as such a Muslim woman cannot marry a non-Muslim man. This prohibition is not valid in the other direction: i.e. a Muslim may marry a woman who is adherent to one of the book-religions. Furthermore, the identities of the prospected spouses must be clearly specified.

Another essential element especially under the Sunnī schools is the presence of two witnesses for the valid conclusion of a marriage contract.<sup>13</sup> For the Sunnī this element of publicity makes the difference between a valid and a void marriage. This rule is however not applicable under the Shīʿī school which does not require any witnesses for the formal validity of the marriage contract. In essence, a Muslim marriage is consensual and requires little formalities. This simplicity and informality – hailed as a general encouragement for marriage – poses particular problems in the modern, highly mobile and complex societies of our times. Today the proof of the conclusion of the marriage takes precedence over the informal character of marriage, and in most Islamic countries there is a requirement of registration of matters of personal status. Although non-compliance with this requirement is often only followed by criminal sanctions, without registration a marriage will not be given legal effect.<sup>14</sup>

## III. Effects of nikāh

A valid marriage carries rights, duties and responsibilities. Many of them fall into the domain of the religious and spiritual. There are however many strictly legal consequences. The first effect of marriage is that the sexual relation is put on a legal basis, since sexual intimacy is only permitted in the context of mari-

<sup>11</sup> *Pearl/Menski* (n. 8) 139-140.

<sup>12</sup> For a detailed account refer to *Mohaqqeq-Damad*, *Legal and Civil Aspects of Marriage in Islam According to Shīʿī Tradition in: Basedow/Yassari, Iranian Family and Succession Laws and their Application in German Courts*, 2004, p. 59-62.

<sup>13</sup> See for example Art. 34 of the Lebanese Family Code or Art. 6 I d) of the Iraqi Code of Personal Status.

<sup>14</sup> Under Iranian law marriage must be registered with official registration offices Art. 1 III of the Act on Marriage, *qānun rāḡe be ezdevāḡ* of August 1931.

tal union.<sup>15</sup> Closely connected to this is the element of joint residence. A common matrimonial home is an essential element to Muslim marriage, unless there is a valid reason for separate residences. Under the Islamic conception, there is some degree of control over the movements and action of the wife by the husband.<sup>16</sup> Furthermore, as the husband is conceived as the head of the family, the wife is expected to be obedient. This right shall not be abused of by the husband. While the wife is conceptually required to be obedient, the corresponding duty of the husband is to provide a dower and adequate maintenance. The dower generally consists of a specified amount of property, cash or other benefit. Dower is a direct effect of the marriage and is due even if the contract of marriage is silent on the issue. Finally, there is the duty to provide for maintenance during marriage. If not stipulated otherwise, the amount of maintenance is determined according to the societal position of the wife.<sup>17</sup> After divorce, maintenance will only be due for three months in the so called waiting period, *‘idda*, if not specified otherwise in the marriage contract.

### C. Temporary marriage (*mut‘a*)

#### I. Contractual character

A marriage of *mut‘a* is a marriage that is contracted for a fixed period of time. Other expressions denoting a marriage limited in time are *nikāh-e monqate‘* (discontinued marriage) and *nikāh-e movaqqat* (temporary marriage). Shi‘ī jurists discuss temporary marriage with all the care they bestow upon permanent marriage.

As with *nikāh*, *mut‘a* is a contract that requires offer and acceptance. The commencement of *mut‘a* rests upon the will and agreement of the couple.<sup>18</sup> The marriage hindrances, as well as the religious restrictions, apply in the same manner as for *nikāh*; a Muslim woman can only contract a *mut‘a* with a Muslim man; a Muslim man only with women adherent to the monotheist Abrahamic religions.<sup>19</sup>

#### II. Registration

The consent of the parties is sufficient for the valid conclusion of such an union. Whereas permanent marriage must be registered with state offices to have legal effects, this is not required for temporary marriage, although it may

<sup>15</sup> *Mohaqq-Damad* (n. 12) 58.

<sup>16</sup> *Pearl/Menski* (n. 8) 177.

<sup>17</sup> See Art. 1107 CC.

<sup>18</sup> *Emāmī* (n. 3) 101.

<sup>19</sup> *Haeri* (n. 2) 52.

be registered.<sup>20</sup> Mut<sup>c</sup>a is concluded without witnesses or a religious ceremony.<sup>21</sup> It is an informal act, with no publicity, requiring only the declaration of the consent of the parties.

### III. Time limitation

The most important difference between permanent and temporary marriage is the limitation in time; i.e. the mut<sup>c</sup>a has an expiry date.<sup>22</sup> The time period must be definitive and delineated in a manner which allows no possibility of increase or decrease. The commencement and the ending of the marriage must be completely clear.<sup>23</sup> There is no upper or lower limit to the duration of the time period. It makes no difference whether the period is extremely long, so one doubts whether the parties will survive its duration; or extremely short, so that there is no possibility of consummation. In other words, any time period is permissible, as long as the parties are aware of the situation and agree.<sup>24</sup> Some have argued that the possibility to marry temporarily for a very short period of time makes mut<sup>c</sup>a comparable to prostitution.<sup>25</sup> This argument can be refuted in so far as after expiry of the time the woman has to observe a waiting period (ʿidda) of two months before she may contract a new mut<sup>c</sup>a. The ʿidda period has to be observed regardless of the duration of the marriage.<sup>26</sup>

If the stipulated time is not mentioned, it is questionable whether a valid marriage is concluded, and if so, what kind of marriage is created: if the time limitation is missing, while the marriage was intended to be temporary, some argue that the marriage is null and void, since the pillar, on which the distinction between nikāh and mut<sup>c</sup>a rests is the existence of an *explicitly mentioned* time limitation.<sup>27</sup> If that clause is not included though it was intended, everything that depends on it will be invalidated; thus the contract is null and void. Furthermore, since the most important feature of marriage is the actual will of the parties to contract it in a specific manner, an intended temporary marriage where the time period is not stated can not be transformed into a permanent one.<sup>28</sup> It is argued that in terms of their legal conceptualisation temporary and permanent marriage are of different nature and concluded for different reasons.

<sup>20</sup> ʿAllāmeḥ-Ḥāʿerī (n. 5) 93.

<sup>21</sup> *Haeri* (n. 2) 53.

<sup>22</sup> Art. 1075 CC.

<sup>23</sup> *Emāmī* (n. 3) 102.

<sup>24</sup> *Hāʿerī-Šāhbāq*, *Šarḥ-e qānūn-e madanī* [Commentary to the Civil Code], 1998, p. 937.

<sup>25</sup> See also the discussion on this issue *Haars*, Summary of the Discussion on Part I, in: Basedow/Yassari, *Iranian Family and Succession Laws and their Application in German Courts*, 2004, p. 99.

<sup>26</sup> See below E.II.

<sup>27</sup> *Emāmī* (n. 3) 102.

<sup>28</sup> See the discussion in *Gorḡī*, *Ezdevāḡ-e movaqqat – mut<sup>c</sup>a* [Temporary marriage], 1991, p. 34-35.

The transformation of one into another must be supported by the will of the couple; an accidental omitting of the time period will not effect the will of the parties.<sup>29</sup>

In spite of the legal stringency of this opinion, the majority of the Shī'ī ulama hold that if the time period is not mentioned, the contract shall not be invalidated, but transformed into a permanent one.<sup>30</sup> The principle in marriage is that of a permanent bond, so that in absence of an explicit time limitation, the marriage must be permanent. The same is said whenever the parties disagree on the nature of the concluded marriage; the principle is to suppose a permanent marriage.<sup>31</sup>

#### IV. Dower

In temporary marriage as in permanent marriage, the dower is an essential part of the contract. In permanent marriage the marriage will be valid even if the dower is not explicitly mentioned in the marriage contract and is then due as the proper dower. In temporary marriage however, there is a critical difference.<sup>32</sup> The contract must mention a dower of known value, whether in cash or kind. If the dower is not mentioned in a temporary marriage contract, the marriage will be null and void.<sup>33</sup>

#### D. Legal effects of temporary marriage

##### I. Non-financial effects

As in permanent marriage, man and wife are committed to good behaviour toward each other.<sup>34</sup> As marriage in its concept is the only legal frame for the procreation of children, spouses are to assist each other in strengthening the basis of the family and in the education of their children.<sup>35</sup> In temporary marriage this only applies if its duration is of some length, since it is only then that a close and long-term relationship and responsibilities towards one another

<sup>29</sup> *Şafā'ī/Emāmī*, *Mohtaşar-e hoqūq-e hānevade* [A Concise Family Law], 5. ed. 2002, p. 25.

<sup>30</sup> *Gorǧī* (n. 28) 34; *Hā'eri-Şāhbāq* (n. 24) 936.

<sup>31</sup> See Supreme Court of Iran, Case Number 30/404 from August 15, 1994 as quoted in *Bāzǧīr*, *Qānūn-e madanī dar āyīn-e ārā' dīvan-e 'ālī-ye keşvar* [Civil Law in the Judicature of the Supreme Court] vol. I, 2. ed. 2001, p. 157.

<sup>32</sup> *Emāmī* (n. 3) 103.

<sup>33</sup> Art. 1095 CC: If the dower is not mentioned in the marriage contract, the marriage will be considered void.

<sup>34</sup> Art. 1103 CC.

<sup>35</sup> Art. 1104 CC.

and children can develop.<sup>36</sup> Whereas permanent spouses are required to live together, temporary spouses may live apart.<sup>37</sup> The same degree of freedom applies to the control of the wife by the husband. The degree of her obedience is limited and she is more free in her activities than a permanently married woman.<sup>38</sup> The non-financial effects emanating from temporary marriage are thus limited as compared to permanent marriage.

## II. Financial effects

Marriage does not change the spouse's economic situation. Each of the spouses has the right to dispose of his/her assets as before marriage and is only liable towards his/her own creditors.<sup>39</sup> The property regime does not change with separation. There are no rules on the division of property after separation *ex lege*. When resolving disputes on property dispositions between spouses or in relation to third parties, the general rules on property and tort are applied. These rules apply to permanent and temporary marriage alike.

As far as maintenance is concerned, there is no such duty in a temporary union, unless stipulated otherwise in the contract.<sup>40</sup> If the contract mentions maintenance without determining the amount, the societal position of the wife will not be consulted as in permanent marriage; maintenance will rather be determined by customs and the capability of the man.<sup>41</sup>

## III. Children

One of the most important issues in unions that are not permanent is the legal status of children. Here the *mut'a* offers a solution whereby the rights of the child are preserved as in permanent marriage.<sup>42</sup> A child born into a marriage is considered legitimate, provided it is born within six months after the conclusion of the marriage (i.e. licit sexual intercourse) and no later than 10 months thereafter.<sup>43</sup> A child is considered illegitimate if born out of wedlock or into wedlock but outside these specific times.

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<sup>36</sup> *Emāmī* (n. 3) 105.

<sup>37</sup> *Emāmī* (n. 3) 107.

<sup>38</sup> *Emāmī* (n. 3) 105.

<sup>39</sup> *Pearl/Menski* (n. 8) 184.

<sup>40</sup> According to Art. 1113 CC in a temporary marriage maintenance is not due unless stipulated otherwise; *Emāmī* (n. 3) 108.

<sup>41</sup> *Emāmī* (n. 3) 108.

<sup>42</sup> *Şafā'ī/Emāmī* (n. 29) 24-25.

<sup>43</sup> Art. 1158 CC.

The effects of illegitimacy have long been subject to a variety of opinions in Iran:<sup>44</sup> while the main view was that such a child had no right in regard to its parents, such as custody or maintenance and that it was upon the infringed society to take care of them,<sup>45</sup> others argued that the child was innocent in this situation and should not be deprived of its necessary protection.<sup>46</sup> For a long time the view remained that an illegitimate child had no rights of parental protection against its illegitimate parents, that no action for maintenance or support could be raised. Even though the commentators of the Iranian Civil Code insisted that this rule was not meant to punish the child but the parents who had disturbed social order and good morals,<sup>47</sup> the negative effects for the child remained. It was argued that were illegitimate children to be given legal protection, then this would encourage illicit non-marital relationship.

Finally, acknowledging that a clarification was desperately needed, in 1997 the Office of the Supreme Court made a statement<sup>48</sup> in which it declared that a child born out of wedlock will be considered the child of its biological parents with all legal obligations that are attached, with the exception of intestate succession.<sup>49</sup>

Children born into temporary marriage are considered the legitimate children of both their parents, with all rights bestowed on them, including succession rights.<sup>50</sup> The parents owe them care and custody, regardless of their being temporary or permanent spouses. They cannot be deprived of their rights towards their children. At the end of the union, the same regulation applies as at the dissolution of a permanent marriage. In this respect the idea has prevailed that the children should not be disadvantaged if their parents have decided to live together on a temporary basis.

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<sup>44</sup> *Kātūziān*, *Hoqūq-e madanī* [Civil Law], vol. II, 5. ed. 1999, p. 25; *Šafā'ī/Emāmī*, *Hoqūq-e ḥānevāde* [Family Law], vol. II, 2. ed. 1997, p. 112.

<sup>45</sup> This was conceived in the Act for the Protection of Women and Children without a Guardian, *qānūn-e ta'mīn-e zanān va kūdakān-e bī sarparast*, from November 15, 1992, Law Collection of the year 1992, p. 466-468.

<sup>46</sup> See for further discussion *Yassari*, Who is a child? Consideration of tradition and modernity in Iranian Child Law in: Rutten (ed.) *Recht van de Islam 22: teksten van het op 18 juni 2004 te Leiden gehouden tweëntwintigste RIMO-symposium*. – Maastricht 2005, p. 17-30.

<sup>47</sup> *‘Ebādī*, *hoqūq-e kūdak* [The rights of children], 1999, p. 101.

<sup>48</sup> Declaration of the Office of the Supreme Court, No. 617 from June 24, 1997, quoted in *Šafā'ī/Emāmī* (n. 29) 329; see also *‘Ebādī* (n. 47) 102-105.

<sup>49</sup> The only difference between legitimate and illegitimate children rests in succession law, since the only article of the Iranian civil code that deals with illegitimate children is Art. 884 CC, which provides that a child conceived in out of wedlock will not inherit from its illegitimate parents.

<sup>50</sup> *Rağabi/Mahmudīān*, Temporary marriage and troubles caused to women in: *hoqūq-e zanān* [Right of women] juristic periodical (22) 2002, p. 5-9 (6); *Bakhtiar* (n. 7) 462; Art. 1158-1163 CC on children apply also to children born from a temporary marital bond.



## IV. Succession

There are no succession rights between temporary spouses. There are however diverting opinions whether succession rights can be created through respective stipulations in the marriage contract.<sup>51</sup> Some Shī'ī scholars deny the spouse the creation of such rights under the contract, as succession rights are awarded by law and are exclusively reserved for permanent spouses.<sup>52</sup> Others base their argument on the principle of private autonomy<sup>53</sup> and demand that such a contractual stipulation must be upheld by the parties.<sup>54</sup> In the Iranian Civil Code succession rights have been denied to temporary spouses. Art. 940 and 1077 CC make a distinction between permanent and temporary spouses and grant succession rights only to permanent spouses. This also is explained and justified by the principle of private autonomy: had the parties wished for further rights and duties, permanent marriage is always open to them. There is however no impediment to bequest the temporary spouse in a testamentary disposition.

## E. Dissolution of temporary marriage

## I. Expiry of time, waiver and annulment

Mut<sup>c</sup>a can not be dissolved by divorce as permanent marriage can. In this mut<sup>c</sup>a and nikāh are different. Mut<sup>c</sup>a dissolves with passage of time, waiver or annulment.<sup>55</sup> The dissolution of mut<sup>c</sup>a need not be witnessed or registered.<sup>56</sup>

If the couple wishes to end the mut<sup>c</sup>a before the prescribed time, they may do so by waiver of time through agreement. The man has however always a unilateral right to dissolve the mut<sup>c</sup>a by waiver of time without the consent of his temporary wife, if he so wishes. The earlier dissolution results in the restitution of the due dower proportionate to the time left.<sup>57</sup>

Mut<sup>c</sup>a can furthermore be dissolved by annulment of the marriage for the same reason as under permanent marriage.<sup>58</sup> The contract of mut<sup>c</sup>a is renewable, if certain conditions are met. Mut<sup>c</sup>a cannot be renewed before it expires,<sup>59</sup>

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<sup>51</sup> For a discussion between Iranian jurists see *Emāmī* (n. 3) 109-110; for the discussion between Islamic Shī'ī scholars see *Gorǧī* (n. 28) 47.

<sup>52</sup> *Hā'erī-Šāhbāq* (n. 24) 939; *Emāmī* (n. 3) 109.

<sup>53</sup> That principle is derived from the Qur'an Sura 5, Verse 1: "O ye who believe! fulfil (all) obligations."

<sup>54</sup> *Gorǧī* (n. 28) 46, providing numerous hadith supporting this argument.

<sup>55</sup> Art. 1139 CC; *Gorǧī* (n. 28) 44.

<sup>56</sup> *Emāmī* (n. 3) 115.

<sup>57</sup> *Emāmī* (n. 3) 119.

<sup>58</sup> *Šafā'ī/Emāmī* (n. 29) 26. These are mostly physical deficiencies not known at the time of marriage.

<sup>59</sup> *Hā'erī-Šāhbāq* (n. 24) 937.

the temporary spouses must wait the expiry date and renew their contract or agree on a permanent marriage. There is no limitation in the option of renewal; a couple may contract the mut<sup>ʿa</sup> as often as it wishes. Finally, the death of a temporary spouse ends the mut<sup>ʿa</sup>.

## II. Waiting period

Regardless of the length of the mut<sup>ʿa</sup>, women must keep a period of abstinence, ʿidda, after its dissolution.<sup>60</sup> The waiting period is also prescribed in permanent marriage, the ʿidda in mut<sup>ʿa</sup> is, however, shorter.<sup>61</sup> The abstinence is justified by the need to determine pregnancy and hence establish paternity.

## F. Conclusion and Evaluation

Temporary marriage creates a marital bond. This is obviously different from non-marital cohabitation in Western countries. This has however only a societal connotation, since sexual relations out of wedlock are considered a crime. Temporary marriage might be seen as a light version of marriage serving societal needs: creating a legitimate bond between the spouses, but with greater flexibility and less responsibilities. It is incepted without formality; it generates some financial duties and preserves the regime of separation of property. A characteristic of mut<sup>ʿa</sup> is its contractual character and the possibilities to construe a personalised marriage contract.

The defenders of mut<sup>ʿa</sup> have argued that it prevents illicit relationships and allows young couples to be married without having to commit themselves permanently. Mut<sup>ʿa</sup> can thus be seen as marriage on probation, to see whether the couple is able to live together or not while abiding by the law. It can also serve persons with marriage experience who want to have a partner, but wish to avoid all personally unwelcome implications of yet another prospected life commitment. Mut<sup>ʿa</sup> is less costly and allows poorer people to also find a spouse, be it temporarily. There are hardly any formalities for its conclusion and it is dissolved by passage of time, waiver of remaining time or annulment for physical or medical reasons. It can be renewed easily, if the union is to be continued. There are no succession rights between the spouses to mark that their commitment is not meant to go beyond a certain period.

One interesting point about mut<sup>ʿa</sup> is its unconditional acceptance of the rights of the children born into such a union. Children born into temporary marriage will be considered legitimate. Whereas the responsibilities of the parties towards each other are reduced, the full protection of the law applies as

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<sup>60</sup> *Bakhtiar* (n. 7) 462.

<sup>61</sup> *Emāmī* (n. 3) 128.

far as the children are involved. The light version of marriage is therefore no impediment to the full rights of the children.

The one fact that may be troubling about temporary marriage is its understanding of being a relationship with an expiry date. This idea runs counter to the concept of marriage in general, and even in non-marital cohabitation generally the partners don't think about the end of their relationship at its beginning. This circumstance might mystify. But looking at the statistics on the duration of personal relationships, a limited but consensually renewable agreement to live together as a couple, with legal certainty may sometimes suit modern circumstances better.