



Sompa and Doi Menre in Bugis Bone Marriage and Its Settlement in the Religious Court from the Perspective of Maslahah

Asni

Universitas Islam Negeri Alauddin Makassar, Indonesia

Tarmizi

Universitas Islam Negeri Alauddin Makassar, Indonesia

Arisyanti

Universitas Islam Negeri Alauddin Makassar Indonesia

Kurniati

Universitas Islam Negeri Alauddin Makassar, Indonesia

Email: asni.azrai@uin-alauddin.ac.id

Abstract: This study aims to examine the implementation of sompa (dowry or *mahr*) and doi menre (customary expenditure) and its dynamics in the Bugis Bone community and the problems of its cases in religious courts reviewed from the perspective of Islamic legal *maslahah*. The study uses empirical legal methods analyzed with the theory of *maslahat*. Data collection through interviews with several informants in Bone district and document review. The informants interviewed were religious figures, academics and the Bone community, the documents reviewed were the decisions of the Watampone Religious Court related to sompa and doi menre, articles and books and various studies related to the focus of the discussion. The results of the study found that until now the Bugis Bone community still adheres to the dual obligations of *sompa* (dowry) and *doi menre* (spending money) in every marriage. However, doi menre as a customary obligation seems to be more prioritized than sompa which is a religious obligation. However, on the other hand, there have also been many shifts that indicate negotiation, investment and transformation so that the implementation of sompa and doi menre seems very dynamic in the social development of Bugis Bone today. Likewise, in the resolution of sompa and doi menre cases in the Religious Court which sometimes accompany divorce cases, it has its own problems that require the creativity of judges in resolving them. From the perspective of *maslahah*, the dynamics in *sompa* and *doi menre* including its resolution in religious courts must be directed towards realizing *maslahah* and preventing harm so that its existence can remain in line with the positive values that are the goal of Islamic law.

Keywords: *Sompa*, *doi menre*, cultural transformation, *maslahah*, Islamic law

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Abstrak: Penelitian ini bertujuan untuk mengkaji implementasi sompa (mahar) dan doi menre (uang belanja) serta dinamikanya pada masyarakat Bugis Bone dan problematika kasusnya di pengadilan agama ditinjau dari perspektif masalah hukum Islam. Penelitian tersebut menggunakan metode hukum empiris dianalisis dengan teori maslahat. Pengumpulan data melalui wawancara terhadap beberapa informan di kabupaten Bone dan telaah dokumen. Informan yang diwawancarai adalah tokoh agama, akademisi dan masyarakat Bone, dokumen yang ditelaah adalah putusan Pengadilan Agama Watampone yang terkait dengan sompa dan doi menre, artikel dan buku serta berbagai kajian terkait dengan fokus pembahasan. Hasil penelitian menemukan bahwa sampai sekarang masyarakat Bugis Bone masih memegang teguh kewajiban ganda berupa sompa (mahar) dan doi menre (uang belanja) dalam setiap perkawinan. Hanya saja, doi menre sebagai kewajiban adat tampak lebih diprioritaskan daripada sompa yang merupakan kewajiban agama. Namun di lain sisi, sudah banyak juga terjadi pergeseran yang menunjukkan adanya negosiasi, akomodasi dan transformasi sehingga implementasi sompa dan doi menre tampak sangat dinamis dalam perkembangan sosial Bugis Bone dewasa ini. Demikian halnya dalam penyelesaian kasus-kasus sompa dan doi menre di Pengadilan Agama yang kadang-kadang menyertai kasus perceraian, memiliki problematika tersendiri sehingga menuntut kreativitas hakim dalam penyelesaiannya. Dari perspektif masalah, dinamika dalam sompa dan doi menre termasuk penyelesaiannya di pengadilan agama harus diarahkan pada terwujudnya kemaslahatan dan mencegah terjadinya kemudharatan sehingga eksistensinya dapat tetap seiring dengan nilai-nilai positif yang menjadi tujuan hukum Islam.

Kata Kunci: Sompā, doi menre, transformasi kultural, maslahat, hukum Islam

Introduction

Marriage is indeed an event in Islamic law, but its implementation in society is more reflected in customary and cultural values, especially in Indonesia. Indonesia as a country with diverse customs, acculturation and accommodation between Islamic law and customs are the main characteristics of the marriage tradition.¹ The Bugis community, particularly in Bone Regency, South Sulawesi, upholds a distinctive marriage tradition that reflects the integration of *sara'* (Islamic law) and *ade'* (customary law). A salient feature of Bugis Bone matrimonial customs is the dual obligation imposed on the groom, namely, the provision of *sompā* (*mahr*, an Islamic obligation) and *doi menre*, the latter being

¹Hamzah Hasan, et.al., "Londo iha: Elopement and Bride Kidnapping Amongst the Muslims of Monta, Bima, Indonesia," *Cogent Social Science* 8, No. 1 (2022). Dwi Aprilianto, et.al., "The Controversy of Child Marriage Culture in The Perspective of Maqāṣid al-Usrah: A Case Study of The Authority of Lebe' in Brebes," *al-Manāḥij: Jurnal Kajian Hukum Islam* 18, No. 2 (2024). Zulkifli Zulkifli, et.al., "Revitalizing 'Urf in State Legal Development: The Case of Minangkabau Marriage Traditions," *al-Istinbath: Jurnal Hukum Islam* 9, No. 2 (2024).

a deeply ingrained cultural practice. Despite *sompa* constituting a religious duty that should hold primacy, in practice, *doi menre* often receives greater emphasis, reflecting the stronger influence of customary norms within the Bugis Bone community.²

This paradox renders the topic academically significant, as it underscores a divergence between religious prescriptions and cultural practices. Although *sompa* is a core Islamic obligation, *doi menre* frequently becomes the focal point of marriage negotiations. Negotiations surrounding *doi menre* tend to be more contentious than those concerning *sompa*, and disagreements often become a critical barrier to marriage solemnization. It is not uncommon for marriage arrangements to collapse when prospective grooms fail to meet the *doi menre* expectations set by the bride's family. While numerous studies have addressed *mahr* and customary expenditures in marriage, existing research remains limited in scope and analytical perspective. Prior investigations into *mahr* have predominantly employed legal and comparative frameworks, such as a cross-national analysis of marriage obligations between Indonesia and Morocco.³ Busyro et al. (2020) focused on the tradition of *mahr* from the groom's perspective in Minangkabau customary marriages in West Sumatra.⁴ Efrinaldi focused on *Mahr* in Tanjung Senang Bandar Lampung.⁵

Similarly, research on *doi menre*, commonly referred to as *uang panai* within the Bugis marriage tradition, has primarily explored its socio-cultural dimensions. For instance, Rinaldi et al. (2021) analyzed the challenges associated with implementing *uang panai* as a customary practice.⁶ Additionally, Megawati and Desy Misnawati (2022) investigated the relationship between *uang panai* and social status⁷, while Abdul Rahim et al. (2022) examined the economic dimensions of *uang panai*, particularly its role as a form of investment⁸.

² Salma and Syahril, Marlojong sebelum Perkawinan: Kiat Adat Menghadapi Wali 'Aḍal di Ranah Batahan, Pasaman Barat, *Al-Ahkam: Jurnal Pemikiran Hukum Islam*, Vol 29 No 1 (2019), p. 49.

³ Ali Trigiyatno, "The Comparative Study of Dowry Regulations in Indonesia and Morocco Legislations," *Jurnal Syariah* 29, no. 2 (2021), p. 207–32.

⁴ Busyro Busyro et al., "The Reinforcement of the 'Dowry for Groom' Tradition in Customary Marriages of West Sumatra's Pariaman Society," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 7, no. 1 (2023), p. 555–78.

⁵ Efrinaldi et.al., "Urf Review of The Practice of Gold Marriage Mahar in The Community of Tanjung Senang District Bandar Lampung," *Al-Istinbath: Jurnal Hukum Islam*, (2022).

⁶ Rinaldi Rinaldi, et.al., "Problematisasi Uang Panai Dalam Pernikahan Masyarakat Suku Bugis Bone," *Padaringan: (Jurnal Pendidikan Sosiologi Antropologi)* 5, no. 01 (2023).

⁷ Megawati Megawati and Desy Misnawati, "Perspektif Budaya Uang Panai Dan Status Sosial Pada Perkawinan Suku Bugis Bone Di Palembang," *Jurnal Pendidikan Dan Konseling (JPDK)* 4, no. 4 (2022).

⁸ Abdul Rahim et al., "Uang Panai Dan Investasi (Studi Pada Nilai-Nilai Kearifan Lokal Dalam Perkawinan Suku Bugis Makassar)," *Al-Ulum* 20, no. 2 (2020). Abdul Syatar, et.al., "The

Meanwhile, Nurazzura (2023) explored generational shifts in attitudes toward *uang belanja* (customary marriage expenditures) among young people⁹. Despite these contributions, existing studies have not fully addressed the intersection between *sompa*, *doi menre*, and their legal implications within the framework of *maslahah* (public interest) in Islamic jurisprudence.

Generally, studies on *doi menre* can be categorized into three main groups. First, *doi menre* is associated with the self-esteem of women within the Bugis community, both from the perspective of tradition and prestige.¹⁰ Rinaldi et al. reveal that *doi menre* or *uang panai* (bride price) is a mandatory offering that must be fulfilled by the male party; without it, the marriage cannot proceed. *Uang panai* also serves as a symbol of status in Bugis society, with the amount requested often being very high, acting as a measure of a woman's social standing based on the sum of the bride price.¹¹ This is further clarified by Megawati and Desy Misnawati, who argue that the social status within Bugis marriages influences the amount of *uang panai*. Social status can include factors such as education, lineage, occupation, physical condition, and economic background of the woman to be married,¹² all of which are viewed as indicators of her self-worth. Consequently, *uang panai* becomes a mandatory requirement for proposing to a woman and a determinant of whether the proposal is accepted or rejected by the male party.¹³

Second, *doi menre* is seen as an investment fund for conducting traditional wedding receptions or ceremonies among the Bugis community, as highlighted by Abdul Rahim et al. According to their findings, the phenomenon of *uang panai* is often utilized as an investment or capital to host wedding celebrations, which may sometimes be perceived as excessive or even wasteful. Although this perspective remains controversial, further analysis is needed to understand the allocation of *uang panai* in marriages, particularly as a funding mechanism for

Development of Fatwas Based on Local Wisdom to the National Level: A Case Study of Panaik Money Fatwa," *El-Mashlahah* 13, No. 2 (2023).

⁹Nurazzura Mohamad Diah, "The Perception And Attitude Of South Sulawesi Youth Towards The Impacts Of Uang Panai: A Pilot Study," *Asian People Journal (APJ)*, vol. 1, 2018.

¹⁰Asriani Alimuddin, "Makna Simbolik Uang Panai'pada Perkawinan Adat Suku Bugis Makassar Di Kota Makassar," *Al Qisthi Jurnal Sosial Dan Politik* 10, no. 2 (2020): 117–132; Fitriyani Fitriyani, "Multicomplex Uang Panai' terhadap Perempuan Dalam Perkawinan Keluarga Muslim Suku Bugis," *Tasyri': Journal of Islamic Law* 1, no. 2 (2022), 195–214.

¹¹Rinaldi Rinaldi et al., "Uang Panai Sebagai Harga Diri Perempuan Suku Bugis Bone (Antara Tradisi Dan Gengsi)," *Equilibrium: Jurnal Pendidikan* 10, no. 3 (2022).

¹²Megawati and Misnawati, "Perspektif Budaya Uang Panai Dan Status Sosial Pada Perkawinan Suku Bugis Bone Di Palembang."

¹³Helmalia Darwis, "Tradisi Uang Panai Dalam Adat Pernikahan Suku Bugis (Studi Kasus Di Kabupaten Takalar Provinsi Sulawesi Selatan)," *PESHUM: Jurnal Pendidikan, Sosial Dan Humaniora* 1, no. 3 (2022).

wedding receptions.¹⁴ Third, in cases where the requested *doi menre* is excessively high and cannot be met by the male party, it can lead to significant cultural conflicts, particularly from the perspective of *siri* (honor).¹⁵ Rinaldi et al. analyze how issues surrounding *uang panai* in traditional Bugis marriages can arise due to the high demands for the bride price. Men who are unable to meet these demands but still insist on marrying often resort to actions that violate *siri* values, such as elopement (*silarang*) or premarital pregnancy.¹⁶

These are the findings from previous studies related to *sompa* and *doi menre* in marriages. However, research that specifically addresses the dynamics of *sompa* and *doi menre*, particularly in contemporary Bugis Bone marriages, as well as the challenges of resolving related disputes in religious courts from the perspective of *maslahah* (public interest), remains scarce. Through an analysis of *maslahah* regarding the accommodation and transformation of *sompa* and *doi menre*, this study aims to provide a different perspective, particularly on the positive impacts of the obligations of *sompa* and *doi menre*. Furthermore, by examining cases of *sompa* and *doi menre* in religious courts, the root causes of these issues and potential solutions can be better understood. This research seeks to fill the gap in previous studies and introduce a new perspective, suggesting that the obligations of *sompa* and *doi menre* in Bugis marriages do not always burden or complicate matters for the male party, as there is room for negotiation and the need for anticipatory measures in case of disputes, including those brought to religious courts.

This study focuses on the implementation of *sompa* and *doi menre* within the Bugis Bone community, including the tendencies toward accommodation and transformation amidst cultural shifts and social developments in contemporary Bugis Bone society, as well as the challenges of related cases in Religious Courts. The main issue studied is the dynamics of the application of *sompa* and *doi menre* in contemporary Bugis Bone marriages from the perspective of *maslahat* (public interest) in Islamic law.

The study uses empirical legal methods analyzed with the theory of *maslahat*.¹⁷ Data collection through interviews with several informants in Bone district and document review. The informants interviewed were religious figures, academics and the Bone community, the documents reviewed were the decisions of the Watampone Religious Court related to *sompa* and *doi menre*, articles and

¹⁴Rahim et al., “Uang Panai Dan Investasi (Studi Pada Nilai-Nilai Kearifan Lokal Dalam Perkawinan Suku Bugis Makassar).”

¹⁵Reski Daeng, et.al., “Tradisi Uang Panai’Sebagai Budaya Bugis (Studi Kasus Kota Bitung Propinsi Sulawesi Utara),” *Holistik, Journal of Social and Culture* 12, no. 2 (2019).

¹⁶Rinaldi, Azis, and Arifin, “Problematisasi Uang Panai Dalam Pernikahan Masyarakat Suku Bugis Bone.”

¹⁷Munir Fuady, *Metode Riset Hukum: Pendekatan Teori dan Konsep*, Jakarta: RajaGrafindo Persada, 2018. Akbar Sarif and Ridzwan Ahmad, “Konsep Maslahat dan Mafsadah menurut Imam al-Ghazali,” *Tsaqafah* 13, No. 2 (2018), p. 353.

books and various studies related to the focus of the discussion. The collected data is then processed through data reduction, data presentation, and conclusion drawing. Data analysis is conducted qualitatively through categorization based on the research questions and subsequently interpreted from the perspective of *maslahah* in Islamic law.¹⁸

This research is based on the argument that the value of *maslahah* should serve as a filter for the implementation of *sompa* and *doi menre*, which have become integral parts of marriage in the Bugis Bone community, including the tendencies toward accommodation and transformation in their contemporary practice. This study is expected to provide a practical contribution by demonstrating that traditions are values worth preserving while remaining open to adaptation in line with developments, as long as they bring about *maslahah* (benefit), since Islamic law always aims for the well-being of humanity.

Dynamics in the Implementation of *Sompa* and *Doi Menre* in Contemporary Bugis Bone Society

In Islamic marriage, the dowry (*mahar*) is a mandatory gift from the groom to the bride. According to Malikiyah, a marriage is invalid without a dowry. Although it is not obligatory to mention the dowry during the marriage contract (*akad*), it is recommended as it brings peace of mind and prevents future disputes. According to the majority of scholars (*jumhur*), while the dowry is not a pillar (*rukun*) or a condition (*syarat*) of the marriage contract, it is one of the legal requirements of the contract.

In the Bugis Bone community, the dowry is referred to as *sompa*. However, in addition to *sompa*, the Bugis people, especially those residing in Bone Regency, also have a tradition of giving *doi menre* from the groom to the bride. To this day, the Bugis Bone community firmly upholds the dual obligation of providing both *sompa* and *doi menre* in every marriage. *Sompa* is a religious obligation, while *doi menre* is a customary obligation. Regarding *sompa*, the Bone community typically uses land as the dowry. This practice is inspired by a philosophical value, as explained by a Bone traditional leader, AYT: “The Bugis Bone community generally gives *sompa* in the form of land, whether it is a piece of rice field or a plot of land. In Bugis terms, *namo sipale mua narekko tanai*, *namo sipalekkung tedong assaleng tanah mua*, which means, even if it is just a handful, what matters is that it is land; even if it is only as wide as a place for a buffalo to lie down, what matters is that it is land. This is inspired by the belief that humans originate from the earth.”¹⁹

¹⁸ Zulkarnain, et.al., Local Wisdom in Seimbangan Traditional Marriage Practices: A Maqāsid Sharī'ah Perspective, *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan*, Vol. 24, No. 1 (2024), p. 137; Nahar Surur, Pemidanaan Nikah Sirri Dalam RUU HMPA (Pasal 143) Perspektif Maṣlāḥah Mursalah, *El-Usrah: Jurnal Hukum Keluarga*, Vol 5 No. 2 (2022), p. 404.

¹⁹ Interview with AYT, Bugis Bone Traditional Figures, October 12, 2023.

In practice, *doi menre*, as a customary obligation, remains the primary focus compared to *sompā*, which is a religious obligation. This is evident in the wedding preparation process, where the first issue negotiated by both families of the prospective bride and groom is *doi menre*, not *sompā*. Usually, once the amount of *doi menre* is agreed upon, the discussion shifts to *sompā*. In reality, *sompā* is rarely a critical issue of debate, unlike *doi menre*, which often requires multiple meetings and discussions due to deadlocks. Unlike *doi menre*, whatever is given as *sompā* is rarely contested or questioned. In contrast, *doi menre* must align with the social class or status of the prospective bride. As a result, in Bone, marriages often fail to proceed due to unresolved issues surrounding *doi menre*, not *sompā*. This is as stated by a representative of the groom's family who was tasked with negotiating *doi menre* some time ago: "At that time, we, representing the groom's family, met with the bride's family, following a prior marriage proposal, to discuss the amount of *doi menre*. However, after two meetings, we failed to reach an agreement because the bride's mother insisted on 75 million rupiah, while we were limited to 50 million rupiah, as this was the maximum amount the groom's family had authorized us, as their representatives, to offer. According to the bride's mother, 75 million rupiah was the minimum standard in her family's social circle at the time. She expressed concern that she would feel ashamed if her daughter's *doi menre* fell below this standard, fearing that her daughter might be subject to negative assumptions due to the low amount. On the other hand, the groom's family, who were ordinary farmers, could not afford the requested amount. As a consequence, the engagement was called off, even though the couple had been in a relationship for a considerable period."²⁰

The significance of *doi menre*, which can lead to the cancellation of marriages in the Bugis Bone community, was also acknowledged by a community leader with the initials RST, who stated: "*Doi menre* is a necessity. In fact, we often find that after the mammanu-manu (marriage proposal), meetings are held between representatives of both families. Sometimes an agreement is reached, but other times the marriage is called off due to issues with *doi menre*. This is a reality on the ground. Marriages are canceled because the groom's family cannot meet the requested amount of *doi menre*. This is where elopement or premarital pregnancies often arise."²¹

This acknowledgment highlights how *doi menre*, as a customary requirement, remains a crucial and decisive factor in marriages within the Bugis Bone community. Its importance appears to overshadow *sompā*, which is a religious obligation. Regarding this, HZ, an academic from Bone, explained: "The existence of *doi menre* as a custom (*'urf*) serves as a support for *sompā* because

²⁰Interview with HNH, Bugis Bone Society, October 15, 2023.

²¹Interview with RST, Bone Religious Figure, October 13, 2023.

the dowry aspect is not emphasized in Bugis marriages. For example, sometimes the dowry consists of a piece of barren land that cannot grow anything. Typically, the dowry consists of such items—unfertile land or a single coconut tree. However, if we look to the time of the Prophet Muhammad, the dowry was substantial, such as the dowry of the Prophet's wife Khadijah, which consisted of 70 large camels. In Bone, the dowry tends to be of low value, so without *doi menre* as a supplement, it would be difficult for the bride's family to cover wedding expenses. Therefore, *doi menre* could potentially be eliminated if the dowry amount were increased."

Another academic added: "*Doi menre* actually embodies the value of *ta'awun* (mutual assistance), as it helps the bride's family with wedding expenses. Additionally, *doi menre* reflects commitment –specifically, the commitment not to trivialize marriage by hastily resorting to divorce. It also carries a humanitarian value, meaning that individuals with higher social status deserve respect. For example, someone with a university degree should be respected because their higher education means they are likely to be a good mother to our children. Furthermore, *doi menre* fosters a sense of community, as it is a distinctive tradition of Bone marriages." ²²

These statements demonstrate that the Bugis Bone community largely accepts the tradition of *doi menre* alongside *sompa*. This acceptance is one reason why the tradition has persisted to this day, as it is seen as embodying positive values. However, on the other hand, there have been significant shifts, including negotiations, accommodations, and transformations, making the practice more adaptable to social changes. For instance, in certain families with adequate education and strong religious understanding, *sompa* and *doi menre* are no longer critical issues subject to intense bargaining but are instead determined based on the groom's financial capacity. As one informant stated: "Sometimes it depends on the family, especially the parents. Those who truly understand the essence of marriage are relatively more flexible. For example, when I got married, my in-laws asked about my financial capacity regarding *doi menre*. After I stated my limit, that was the amount we agreed upon." ²³

Similarly, there is an accommodation of the aspirations of the prospective bride, such as considering the long-standing relationship between the couple, which often leads to the issues of *sompa* and *doi menre* being less contentious. Typically, the prospective bride herself will communicate to her family that the groom, who is coming to propose, should not be burdened excessively with *doi menre*, given the long-standing closeness between them. To reassure her family, the bride may emphasize that the groom is reliable and capable of being a responsible husband in the future, making him worthy of acceptance and not

²²Interview with FTR, Academician, October 12, 2023.

²³ Interview with RST, Bone Religious Figure, October 13, 2023.

hindered by the issue of *doi menre*. In some cases, especially among well-established families, the prospective bride may even secretly contribute to fulfilling the *doi menre* to meet the standard expected by her socially prominent community. As one informant explained: “Currently, although *doi menre* remains a requirement, its implementation allows for adjustments. For example, one solution to ensure that the tradition is upheld while maintaining the honor of the bride’s family, who hold a respected social status, is that the prospective bride, especially if she has her own income, may secretly contribute to the *doi menre* without her family’s knowledge.”²⁴

This acknowledgment serves as evidence that, in practice, *doi menre* is open to adaptation based on existing conditions. Furthermore, the transformation of *doi menre* is also evident in the term *monro diangke*. As one informant acknowledged: “So, *doi menre* does not always have to be in the form of cash but can also include other assets such as rice fields, land, or gold. Sometimes, if someone does not have cash but possesses other assets equivalent to the agreed-upon amount of *doi menre*, these assets can be used as substitutes. For example, if the agreed *doi menre* is 100 million rupiah, but only 50 million is paid in cash, the remaining 50 million can be covered by non-cash assets like land. This is called *monro diangke*. The key is that both parties agree.”²⁵

This further demonstrates the flexibility and adaptability of *doi menre*, which can be adjusted to the specific conditions of certain communities and contemporary social developments. Recently, there has been a growing tendency to agree on *doi menre* earlier, involving only the immediate families. For instance, when the groom’s parents formally propose to the bride’s parents, they directly agree on the amount of *doi menre* and *sompā*. This way, during the subsequent traditional ceremony of *mappettu ada* (finalizing the agreement), which involves the extended family, there is no longer any negotiation or debate over *doi menre*. Instead, the amount is simply announced as previously agreed upon by the parents of both parties. As one informant stated: “When the groom’s parents came to propose to my daughter, my husband and I immediately agreed on the *doi menre* amount of 110 million rupiah. Initially, we requested 150 million, but the groom’s parents explained that they also needed to allocate funds for the wedding reception at their home. We understood their situation, so we settled on 110 million. Two weeks later, during the *mappettu ada* ceremony, the agreed amount was simply announced to the extended families of both sides.”²⁶

This method of determining *doi menre* has become increasingly common among the Bugis Bone community today, as it is considered more effective and efficient than involving the extended family, which often leads to prolonged and

²⁴ Interview with HNH, Bugis Bone Society, October 15, 2023.

²⁵ Interview with HNH, Bugis Bone Society, October 15, 2023.

²⁶ Interview with HAS, Bugis Bone Society, October 15, 2023.

contentious negotiations. This is especially true when other relatives, such as aunts from the bride's side, become involved. Besides the cash amount for *doi menre*, they may also request additional items, such as a set of gold jewellery or kitchen supplies like sugar, flour, eggs, rice, and so on, which can further burden the groom's family. Therefore, it is more practical to involve only the immediate families, allowing both sides to be open about their circumstances and fostering closer ties as future in-laws united through their children's marriage.

In terms of timing, the delivery of *doi menre* has also undergone transformation and accommodation. Previously, *doi menre* was given at a specific time, namely during the *mappenre doi* ceremony (the handing over of *doi menre*), which took place before the wedding day, as *doi menre* was essentially intended to cover wedding reception expenses and thus had to be provided before the wedding. However, in current practice, *doi menre* is sometimes handed over on the wedding day, before the marriage contract (*akad*) takes place. This usually occurs at the request of the groom's family, with the bride's family's consent, particularly if the groom's family is financially capable of covering the wedding costs in advance.

Similarly, *sompa* in the Bugis Bone community has also undergone dynamism. In the past, *sompa* was almost always in the form of land. However, today, there has been a shift, with *sompa* sometimes taking the form of a set of gold jewellery, a house, a car, or even just a set of prayer tools, as is commonly found in non-Bugis communities like Java. This shift is driven by current conditions, as not all members of the community own land, making it impractical to require *sompa* in the form of land. Additionally, the Bone community has become more integrated with outsiders who have settled in the region, leading to cultural influences that have contributed to these changes.

Issues in Resolving Disputes Over *Sompa* and *Doi Menre* at the Watampone Religious Court

Disputes over *sompa* and *doi menre* often lead to legal conflicts that end up in the Religious Court, particularly in cases of divorce. These issues frequently arise in cases of *qabla dukhul* divorce, where the marriage has not been consummated. In such instances, if the wife files for divorce, the husband, as the defendant, may file a counterclaim (*rekonvensi*) demanding the return of *sompa* and *doi menre*. For example, this occurred in Case No. 680/Pdt.G/2021 and Case No. 859/Pdt.G/2024 at the Watampone Religious Court.

In Case No. 680/Pdt.G/2021, the couple had an unhappy marriage, living together for only 10 days without consummating the marriage. The wife accused the husband of impotence, while the husband countered that the wife consistently refused intimacy, preventing the marriage from being consummated. Since the wife filed for divorce under *qabla dukhul* conditions, the husband, through a counterclaim, demanded the return of *sompa* and *doi menre*. The *sompa* in this

case was a 200-square-meter rice field (2 *are*), while the *doi menre* amounted to 50 million rupiah. Initially, the agreed *doi menre* was 70 million rupiah, but only 50 million was paid in cash, with the remaining 20 million to be covered by a rice field (*monro angke*), which had not yet been transferred. During the *mappettu ada* (agreement confirmation), only 50 million rupiah was handed over, along with 50 kg of rice, 50 kg of sugar, and 50 kg of flour. In response to the husband's demand, the wife agreed to return the *sompā* but refused to return the *doi menre*, arguing that the 50 million rupiah had already been spent on wedding expenses. The court granted the divorce and ordered the wife to return the *sompā* but rejected the husband's claim for the return of *doi menre*. The judge's reasoning was that there was no oral or written agreement stipulating the return of *doi menre* in the event of an undesired outcome. Therefore, the *doi menre* remained non-refundable, as it had been spent on the wedding celebration.²⁷

In Case No. 859/Pdt.G/2024, the couple had an unhappy marriage, living together for only two months without having children. Both spouses accused each other of infidelity, which led to constant arguments and ultimately divorce. Although this was a *ba'da dukhul* divorce (after consummation), the husband demanded the return of the *sompā*, which consisted of a 7 x 13-meter plot of land with a BTN house, through a counterclaim. The husband argued that the wife had been *nusyuz* (disobedient) and that the land was merely a formality to uphold the bride's family's reputation, as the actual *sompā* was a gold ring. During an interim decision, the court conducted an on-site inspection of the land. The judge granted the divorce but rejected the husband's claim for the return of the *sompā*, as the land was still under instalment and not fully paid off. Since the land was not yet fully owned by the husband, it could not be transferred, leading the court to dismiss the claim.²⁸

In both cases, although the husbands demanded the return of *sompā* and *doi menre*, there were notable differences. The first case involved a *qabla dukhul* divorce and demanded the return of both *sompā* and *doi menre*, while the second case involved a *ba'da dukhul* divorce and only demanded the return of *sompā*. The reasons for the claims and the judges' considerations also differed, reflecting the unique dynamics of each case. Interestingly, in both cases, the husbands attempted to propose *khulu'* divorce (divorce with compensation) to facilitate the return of *sompā* and *doi menre*, positioning them as compensation (*iwadh*). However, the judges rejected this approach, as the cases were filed as *cerai gugat* (divorce petitions) rather than *khulu'*. According to the judges, *cerai gugat* and *cerai talak* (divorce by repudiation) follow different procedures, as outlined in the Supreme Court's guidelines. Generally, it can be stated that while claims for the return of *sompā* are often granted, especially in *qabla*

²⁷ Decision Number 680/Pdt.G/2021 PA/Wtp.

²⁸ Decision Number 859/Pdt.G/2024 PA/Wtp

dukhul divorces, claims for the return of *doi menre* are rarely granted, as *doi menre* is considered spent money. However, this does not mean that no court has ever granted such claims. Religious courts have issued varying rulings on *doi menre* claims, with some granting, some rejecting, and others declaring the claims inadmissible (*Niet Ontvankelijke Verklaard*) due to formal defects.

At the Watampone Religious Court, there have been rulings granting the return of half of the *doi menre*, as in Case No. 717/Pdt.G/2019/PA WTP. In this *qabla dukhul* divorce case, the couple lived together for only one month without consummating the marriage. The wife accused the husband of impotence, while the husband claimed the wife refused intimacy and that the living conditions at her home were unsuitable, as there was no private room. In response to the wife's divorce petition, the husband filed a counterclaim demanding the return of half of the 25 million rupiah *doi menre*, amounting to 12.5 million rupiah. The wife argued that the money had already been spent on the wedding celebration. However, the judge granted the husband's counter claim, ordering the wife to return 12.5 million rupiah after granting the divorce. The judge's decision was based on the husband's ability to prove, through medical examination, that he was not impotent as accused. Additionally, the judge noted that the marital breakdown was caused by the wife's refusal to live with her husband and her unwillingness to engage in marital relations.²⁹

In this *qabla dukhul* divorce case, the claim for the return of *doi menre* was only half, as the other half was deemed to have been spent on the wedding reception. In Bugis terms, half of the *doi menre* was considered *nanreni api* (consumed by fire) or used for cooking during the wedding celebration, making it inappropriate to demand its full return. This reflects the influence of local wisdom in the court's decision. However, in this case, the judge could have been more considerate, as the *doi menre* amount (25 million rupiah) was relatively low by Bugis Bone standards. Given the modest amount, it is likely that the entire sum was indeed spent on the wedding, especially considering the typical scale of Bugis Bone weddings, even among less affluent families. The judge should have considered this context, as the application of customs must account for the specific circumstances of each case.

In the author's opinion, in such cases, the focus should have been on reclaiming *sompā* rather than *doi menre*, as *doi menre* is explicitly intended for wedding expenses. This is especially true when the *doi menre* amount is small, as in this case. However, the husband focused on *doi menre* and did not include *sompā* in his counterclaim. In such situations, lawyers or the court should provide guidance to the parties involved, as the judiciary is expected to actively assist litigants.

²⁹ Decision Number 717/Pdt.G/2019 PA/Wtp.

These cases illustrate the dynamics of *sompa* and *doi menre* disputes in the Bugis Bone community, which sometimes escalate to the Religious Court. Generally, these disputes involve husbands demanding the return of *sompa* and/or *doi menre* through counterclaims in response to their wives' divorce petitions. Given the traditional aspects of *doi menre*, judges are expected to exercise creativity in resolving such cases, especially since existing laws lack clear provisions on this matter. The Judicial Power Law emphasizes that judges must explore the legal values within society to ensure their rulings reflect the justice expected by the community. From an Islamic legal perspective, judges should approach such cases *ijtihadi* (through independent reasoning), guided by the principles of *maslahah* (public benefit) and preventing harm (*mudarat*).

Another lesson from these cases is the apparent lack of consensus on the distinction between *sompa* and *doi menre*. Some parties still conflate the two, as evidenced by claims for the return of *doi menre*, which is clearly intended for wedding expenses and thus already spent. For example, in cases where husbands demand the return of *doi menre* but not *sompa*, which is more relevant for reclamation, the legal basis for such claims is often weak. In some instances, judges have granted these claims, even when they are based on irrelevant precedents, such as cases involving the return of gardens during the Prophet's time, which are unrelated to *doi menre*. This highlights the need for a shared understanding and unified perspective among both the community and judges to ensure consistency in filing claims and issuing rulings.

Sompa and Doi Menre from the Perspective of Maslahat

Based on the research findings described, it can be concluded that the dual obligations of *sompa* and *doi menre*, which must be fulfilled by the groom, are absolute requirements for marriage in Bugis Bone society. However, the position of *doi menre* appears to hold greater significance than *sompa*, often determining whether a marriage can proceed. This can be analyzed from the strong position of *doi menre* in Bugis traditional marriages, as seen in cases where marriage proposals are canceled because the groom cannot meet the bride's family's demands. Nevertheless, the deeply rooted tradition has led to negotiations and even instances where the bride's family secretly assists the groom in fulfilling the *doi menre*. This reflects a strong desire to preserve the tradition through various efforts, ensuring the survival and continuity of *doi menre*.

Despite this, paradigms surrounding *doi menre* in Bugis traditional marriages remain contradictory, with varying perceptions of its meaning. As previously revealed in earlier research, *doi menre* is viewed as a reflection of a woman's dignity and prestige within the Bugis community.³⁰ Its existence is

³⁰Asriani Alimuddin, "Makna Simbolik Uang Panai'pada Perkawinan Adat Suku Bugis Makassar Di Kota Makassar," *Al Qisthi Jurnal Sosial Dan Politik* 10, no. 2 (2020), p. 117–132.

clearly a prerequisite for marriage, as it is a mandatory gift from the groom. If the groom cannot fulfill this obligation, the marriage cannot proceed. On the other hand, *doi menre* is closely tied to social status and prestige in Bugis society.³¹ The amount of *doi menre* serves as a measure of a woman's social standing. Social status in Bugis marriages influences and is influenced by the amount of *doi menre*. Factors such as education, lineage, occupation, physical condition, and economic background of the bride are considered indicators of her dignity.³² This makes *doi menre* a mandatory requirement for proposing marriage and a determinant of whether the proposal is accepted.³³ In contrast, *sompa* is not as contentious, as it is understood as a religious obligation inherent in every marriage, though it is less associated with social status compared to *doi menre*.

From another perspective, *doi menre* is seen as an investment fund for organizing traditional wedding receptions, as also found in previous research. The phenomenon of *doi menre* being used as an investment or capital for hosting wedding celebrations, sometimes excessively, is viewed as wasteful. Although this perspective remains controversial, further analysis is needed to understand the allocation of *doi menre* in marriages, particularly as a funding mechanism for wedding receptions.³⁴ This can be observed in Bugis traditional weddings, where *doi menre* is used to cover reception costs, hence also referred to as *doi balanca* (shopping money). The allocation of *doi menre* for reception expenses is evident in the scale of the wedding, which often corresponds to the amount of *doi menre* provided by the groom. In many cases, the entire *doi menre* is spent on the wedding reception.

Another issue arises when the requested *doi menre* is excessively high and beyond the groom's financial capacity, leading to larger problems from the perspective of *siri* (honor).³⁵ Previous research has revealed that conflicts in Bugis traditional marriages often stem from high *doi menre* demands. Grooms who cannot meet these demands but insist on marrying sometimes resort to actions that violate *siri* values, such as elopement (*silarang*) or premarital

Fitriyani Fitriyani, "Multicomplex Uang Panai' terhadap Perempuan Dalam Perkawinan Keluarga Muslim Suku Bugis," *Tasyri': Journal of Islamic Law* 1, no. 2 (2022), p. 195–214.

³¹Rinaldi Rinaldi, et al., "Uang Panai Sebagai Harga Diri Perempuan Suku Bugis Bone (Antara Tradisi Dan Gengsi)," *Equilibrium: Jurnal Pendidikan* 10, no. 3 (2022).

³²Megawati and Misnawati, "Perspektif Budaya Uang Panai Dan Status Sosial Pada Perkawinan Suku Bugis Bone Di Palembang."

³³Helmalia Darwis, "Tradisi Uang Panai Dalam Adat Pernikahan Suku Bugis (Studi Kasus Di Kabupaten Takalar Provinsi Sulawesi Selatan)," *PESHUM: Jurnal Pendidikan, Sosial Dan Humaniora* 1, no. 3 (2022).

³⁴Rahim, et al., "Uang Panai Dan Investasi (Studi Pada Nilai-Nilai Kearifan Lokal Dalam Perkawinan Suku Bugis Makassar)."

³⁵Reski Daeng, et.al., "Tradisi Uang Panai' Sebagai Budaya Bugis (Studi Kasus Kota Bitung Provinsi Sulawesi Utara)," *Holistik, Journal of Social and Culture* 12, no. 2 (2019).

pregnancy.³⁶ This highlights the importance of considering the groom's financial capacity and sincerity when determining *doi menre*, ensuring the tradition can be sustained without causing undue hardship.

Despite the contradictions in understanding *doi menre*, it remains a central requirement in Bugis marriages. This is reinforced by previous research exploring the perceptions of South Sulawesi youth toward *doi menre* and its impact. The findings indicate that South Sulawesi youth hold positive attitudes toward *doi menre* and view its impact as relatively favourable. They do not consider *doi menre* an expensive tradition and do not see it as problematic for men.³⁷ Similarly, the practice of the bride's family secretly assisting the groom in fulfilling *doi menre*, as revealed in this study, is also observed in other regions. For example, the *mansai* tradition among the Banggai people of Central Sulawesi involves the groom's family and community contributing funds or assets for the wedding expenses to be given to the bride's family (*mangantokon sai*). The core message of the *mansai* tradition is mutual assistance and easing the burden on relatives during the marriage process. Anthropologically, *mansai* serves as a unifying medium, preserving deliberation practices and addressing social issues.³⁸ Thus, mutual assistance in easing the groom's burden in fulfilling *doi menre* is a way of preserving tradition while emphasizing the value of cooperation. This aligns with the Islamic principle of *ta'awun* (mutual assistance). Even when the assistance comes from the bride herself, it demonstrates that upholding tradition does not always have to be burdensome. Moreover, communities that understand the essence of *doi menre* continue to view the tradition positively.

The realization of *maslahah* (public benefit) through the accommodation and transformation of *sompa* and *doi menre* can be measured by the absence of hardship or burden in its implementation. As long as the community does not view *doi menre* as a negative obligation, the tradition does not conflict with Islamic law. This includes the value of *doi menre* as a gift to honor the bride and demonstrate the groom's sincerity, reflecting the sanctity of marriage.³⁹ Additionally, the concept of *sompa* in Bugis and Makassar cultures illustrates how social stratification influences the amount and type of dowry given to the

³⁶Rinaldi, et.al., "Problematisasi Uang Panai Dalam Pernikahan Masyarakat Suku Bugis Bone."

³⁷ Nurmiati Nurmiati and Nurazzura Mohamad Diah, "The Attitudes and Perceptions of South Sulawesi Youth on Uang Panai and Its Impacts on Them," *Jurnal Al-Sirat* 19, no. 1 (2020), 96–106.

³⁸Darsul S. Puyu, et al., "Mansai in the Marriage Tradition of the Banggai Ethnic in Central Sulawesi, Indonesia: A Living Sunnah Perspective," *Samarah* 7, no. 3 (2023).

³⁹Juhansar Juhansar, et.al., "Relasi Agama Dan Budaya Dalam Tradisi Dui Menre'pada Pernikahan Masyarakat Bugis," *Dharmasmrti: Jurnal Ilmu Agama Dan Kebudayaan* 21, no. 2 (2021), p. 15–28.

bride.⁴⁰ From a practical perspective, *doi menre* is used to cover the bride's family's reception expenses, as long as it is not excessively spent.

Through this paradigm, the traditions of *sompa* and *doi menre* in Bugis marriages demonstrate transformation and accommodation. This is supported by Djawas et al., who studied the acculturation of Islamic law and customary law in Bugis Bone marriages. Their analysis found that *syara'* (Islamic law) and *ade'* (customary law) are integrated in Bugis marriage traditions, as evidenced by *sompa*, *assitulong-tolongan* or *ma'jama* (mutual assistance), and various other rituals. In Islamic legal terms, this tradition falls under *al-urf* (customary practices), which does not conflict with the Qur'an and Sunnah and is upheld for its benefits. The diversity of marriage rituals among the Bugis Bone community reflects the historical integration of Islamic and customary law. This also serves as a scientific argument against the *receptive* theory proposed by earlier scholars. From an Islamic legal perspective, Bugis Bone marriage traditions demonstrate a harmonious blend of Islamic and customary law. Sociologically, this integration creates rules that control and help achieve harmony and mutual benefit.⁴¹ This harmonization ensures the survival of *doi menre* through its inherent *maslahah*.

Based on the principle of *maslahat* and *maqashid al-syariah*, the relationship between Islamic law and customs in Indonesian society is in the form of acculturation and investment. In its implementation, the principle of *maslahat* can not only be found in marriage cases such as the *sompa* and *doi menre* traditions but also in almost all areas of Islamic law such as inheritance, grants, waqf, zakat, child care and joint property.⁴² Not only problems resolved in religious courts, but also problems resolved through deliberation in society, consideration of *maslahat* remains something very important.

⁴⁰Irwanti Said, "The Portrayal of Islamic Values and Perspective of Bugis-Makassar Culture in the Conception of Dowry for People in Bangkala Village, Makassar, South Sulawesi," *Jurnal Adabiyah* 22, no. 1 (2022).

⁴¹Mursyid Djawas et al., "The Integration Between Syara' and Ade' in Marriage Tradition Bugis Bone, South Sulawesi," *Al-Ihkam: Jurnal Hukum & Pranata Sosial* 18, no. 2 (2023), p. 342–63. Arbanur Rasyid, et.al., "Contestation of Customary Law and Islamic Law in Inheritance Distribution: A Sociology of Islamic Law Perspective," *Ahkam* 23, No. 2 (2024). Fauzi Fauzi, et.al., "Pulang Bale Marriage Traditions and Child Care Issues: A Study of Ḥaḍānah and Family Resilience in Aceh," *Juris: Jurnal Ilmiah Syariah* 23, No. 1 (2024).

⁴²Budi Rahmat Hakim, et.al., "Reactualization of Maslahat and Social Justice Principles in the Contextualization of Fiqh Zakat," *Syariah: Jurnal Hukum dan Pemikiran* 24, No. 1 (2024). Zainal Azwar, "Child Filiation and Its Implications on Maintenance and Inheritance Rights: A Comparative Study of Regulations and Judicial Practices in Indonesia, Malaysia, and Turkey," *Journal of Islamic Law* 5, No. 1 (2024). Siti Marlina and Haris Mubarak, "Joint Property after Divorce in the Polygamous Marriage: Comparative Research in Indonesia and Malaysia," *al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 22, No. 2 (2022).

Maslahah is a legal effort to bring about positive or beneficial outcomes while avoiding harm (*mudarat*).⁴³ It can be classified into general *maslahah*, which pertains to the majority of humanity, and individual *maslahah*, which relates to specific events or circumstances. In terms of adaptability to changing realities across different communities and environments, *maslahah* can be constant, such as the prohibition of sin, or adaptable, such as *maslahah* in customary laws, including marriage traditions. The *maslahah* in such traditions is determined by local customs and practices.⁴⁴ According to Al-Ghazali, the criteria for benefit and harm are based on the objectives of *sharia* (*maqasid al-shari'ah*), which include the protection of five essentials: religion, life, intellect, lineage, and property. Anything that protects these five essentials is considered *maslahah*, while anything that contradicts them is *mafsadat* (harmful).⁴⁵ This framework can be used to assess the existence and dynamics of *sompā* and *doi menre* in contemporary Bugis society, particularly in Bone Regency. In relation to *sompā* and *doi menre* in Bugis society and their dynamics, *maslahah* is preserved as long as excess is avoided and benefits are realized, particularly in the five essentials mentioned above: religion, life, intellect, lineage, and property. This means that caution is needed to maintain *maslahah* in traditions, including the allocation of *doi menre* for reception expenses. If done excessively, it could lead to *mafsadat*, particularly regarding the protection of property, resulting in financial difficulties or bankruptcy after the wedding. In reality, many couples face years of debt due to expensive wedding receptions, which become a burden after marriage.

In this regard, Syufa'at and Muchimah have observed a shift in the meaning of wedding receptions in the era of Society 5.0 from an Islamic legal perspective. They argue that rapid technological advancements have altered the essence of *walimatul 'urs* (wedding feasts), especially among Muslim celebrities who host lavish weddings with Western-inspired themes at great expense. The transformation and shift in interpretation, both explicit and implicit, occur when *walimatul 'urs* becomes a symbolic representation of social status, often characterized by extravagance and serving as a platform to elevate one's social standing.⁴⁶ On the other hand, from the perspective of preserving religion, excessive and forced extravagance contradicts Islamic teachings against wastefulness and emphasizes the importance of proportional use of wealth. If

⁴³ Ahmad al-Raisuni, *Nazhariyyah al-Maqasid inda al-Syathibi*, p. 234. Azni Azni, et.al., "Pseudo-Maṣlaḥah and Epistemological Failure in Marriage Dispensation at Indonesian Religious Courts," *Jurnal Ilmiah Peuradeun* 13, No. 2 (2025).

⁴⁴ Yusuf Hamid al-'Alim, *Al-Maqasid al-Ammah li al-Syariah al-Islamiyyah*, p. 179

⁴⁵ Al-Ghazali, *al-Mushtashfa min 'Ilm al-Ushul*, Juz 1, p. 286. Ismail Ismail, et.a., "Legal Age Equality in Marriage According to Indonesian Positive Law in the Studies of Gender and Maqāsid Al-Sharia," *De Jure: Jurnal Hukum dan Syariah* 15, No. 1 (2023).

⁴⁶ Syufa'at and Muchimah, "The Shifting Meaning of Walimatul 'Urs in the Era of Society 5.0 in Indonesia: Islamic Law Perspective," *Samarah* 7, no. 3 (2023).

examined more deeply, this trend could also impact other aspects, such as life, intellect, and the preservation of lineage. It can be reflected that in implementing the *doi menre* tradition, care should be taken to avoid burdening anyone, and the funds given to the bride's family should not be spent excessively. *Doi menre* should be used for beneficial purposes to preserve *maslahah*. Similarly, efforts to transform and accommodate *sompa* and *doi menre* in contemporary Bugis society can be measured by their *maslahah* or benefits. From the perspective of *maslahah*, the dynamics of *sompa* and *doi menre* are justified as long as they result in *maslahah*, as Islam encourages facilitating marriage rather than complicating it to prevent undesired harm. For example, in the context of *doi menre*, couples might resort to elopement or premarital pregnancy due to love hindered by *doi menre*.

Likewise, in resolving disputes over *sompa* and *doi menre* that often end up in court following divorce, judges must base their decisions on *maslahah*. Judges, whether granting or rejecting claims for the return of *sompa* or *doi menre*, must provide well-considered reasoning rooted in *maslahah*, as each case has its own characteristics and dynamics. Judges must also carefully position the roles of *sompa* and *doi menre*, considering their different purposes. Disputes are more likely to arise over *sompa* if marital harmony is not achieved, unless there is a prior agreement between the parties. Ultimately, judicial decisions must reflect justice and benefit (*maslahah*) for both parties. Thus, the essence of *sompa* and *doi menre* as both religious and customary teachings, with their positive values honoring the sanctity of marriage, can continue to promote goodness, in line with the objectives of Islamic law to achieve *maslahah*.

Conclusion

Sompa and *doi menre* remain integral components of marriage in Bugis Bone society to this day. However, it must be acknowledged that *doi menre*, as a cultural tradition, often takes precedence over *sompa*, which is a religious obligation. Many marriages in Bugis Bone society are canceled due to issues surrounding *doi menre*, rather than *sompa*. Nevertheless, the practice of *doi menre* today has become more flexible, with accommodations and transformations, such as the concept of *monro diangke*, where *doi menre* is valued in non-cash forms. In some cases, the bride's family may even contribute to fulfilling the *doi menre*. Similarly, *sompa* no longer has to be in the form of land but can include gold jewelry or a set of prayer tools. The evolving dynamics of *sompa* and *doi menre* in Bugis Bone society, in line with contemporary social developments, are justified as long as they contribute to achieving *maslahah* (public benefit), particularly in protecting religion, life, intellect, lineage, and property. Likewise, in resolving disputes related to *sompa* and *doi menre* in religious courts, decisions must be grounded in *maslahah* while considering local wisdom (*al-'urf*) to align with the community's sense of justice. In essence, the

preservation of *doi menre* as a cultural tradition and *sompa* as a religious obligation must be guided by the principles of *maslahah*. By fostering collaboration among community leaders, religious figures, and legal authorities, the Bugis Bone society can ensure that these traditions continue to serve their intended purposes without causing undue hardship or harm. This balanced approach will not only uphold the sanctity of marriage but also promote social harmony and justice in line with Islamic teachings and local customs.

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Religious Court Decision

Decision Number 717/Pdt.G/2019/PA/Wtp

Decision Number 680/Pdt.G/2021/PA/Wtp

Decision Number 859/Pdt.G/2024/PA/Wtp

Interviews

Interview with AYT, Bugis Bone Traditional Figures, October 12, 2023.

Interview with HNH, Bugis Bone Society, October 15, 2023.

Interview with RST, Bone Religious Figure, October 13, 2023.

Interview with FTR, Academician, October 12, 2023.

Interview with HAS, Bugis Bone Society, October 15, 2023.