



**The Urgency of Understanding *Hadith* in the Islamic Family Law:
Marriage in Pesantren Darul Istiqamah, South Sulawesi**

Abdul Hakim

Institut Agama Islam Negeri Bone, Sulawesi Selatan, Indonesia

Rifki Ahmad Fahrezi

Institut Agama Islam Negeri Bone, Sulawesi Selatan, Indonesia

Asmaul Husna

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Abdul Majid

UIN Sultan Aji Muhammad Idris, Samarinda, Indonesia

M. Tahir A

Institut Agama Islam Negeri Bone, Sulawesi Selatan, Indonesia

Email: hakim150828@gmail.com

Abstract: Marriage is an important institution in Islam that has specific rules in its implementation, including regarding the *ijab qabul* (consent to marriage). However, in practice there are differences among the Darul Istiqamah community, namely that it is carried out without the *ijab qabul* as in general. This study aims to analyze the phenomenon of marriage without *ijab qabul* in the Darul Istiqamah Islamic Boarding School community in Sinjai Regency from the perspective of understanding the hadith. This article uses an empirical legal method analyzed with a *fiqh hadith* approach (understanding of hadith). Data were collected through in-depth interviews with religious leaders, academics, and couples undergoing marriage. In addition, observation and analysis of documents such as journal articles, books, and literature related to the discussion. This study found that the understanding of the hadiths of the Prophet PBUH regarding the *ijab qabul* in a marriage among the Darul Istiqamah community who carry out marriages without *ijab qabul* differs from what is practiced in the Islamic community in general. The marriage practice carried out at the Darul Istiqamah Islamic Boarding School is by representing the guardian to the leadership and administrators of the Islamic Boarding School. In the context of understanding the hadith based on the history of Ummu Salamah regarding the marriage of Ali bin Abu Talib and Fatimah. This practice is based on the opinion of Imam Abu Hanifa in the *ahlu sunnah wa aljama'ah* school of thought, that not even a wali is allowed as long as he is equal and fulfills other requirements. Even though this practice is not common in Indonesia, which mostly follows the Imam Shafi'i school of thought, this is not contrary to Islamic law.

Keywords: Hadith Understanding, Marriage, *Ijab Qabul*, Darul Istiqamah, Islamic Family Law

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Abstrak: *Pernikahan merupakan salah satu institusi penting dalam Islam yang memiliki aturan khusus dalam pelaksanaannya, termasuk dalam hal ijab qabul. Namun, dalam praktiknya terdapat perbedaan di kalangan Darul Istiqamah yakni dilakukan tanpa adanya ijab qabul seperti pada umumnya. Penelitian ini bertujuan untuk menganalisis fenomena pernikahan tanpa ijab qabul di komunitas Pesantren Darul Istiqamah Kabupaten Sinjai dalam perspektif pemahaman hadis. Artikel ini menggunakan metode hukum empiris dianalisis dengan pendekatan fiqh hadis (pemahaman hadis). Data dikumpulkan melalui wawancara mendalam dengan tokoh agama, akademisi dan pasangan yang menjalani pernikahan. Selain itu, observasi dan analisis dokumen seperti artikel jurnal, buku dan literatur yang terkait dengan pembahasan. Penelitian ini menemukan bahwa dengan pemahaman terhadap hadis-hadis Nabi SAW. tentang ijab qabul dalam sebuah pernikahan di kalangan Darul Istiqamah yang melaksanakan pernikahan tanpa ijab qabul berbeda dengan apa yang dilaksanakan pada masyarakat Islam secara umum. Praktik penikahan yang dilakukan di Pesantren Darul Istiqamah yaitu mewakili wali kepada pimpinan dan pengurus Pesantren. Dalam konteks pemahaman hadis berdasarkan riwayat dari Ummu Salamah tentang pernikahan Ali bin Abu Thalib dan Fatimah. Praktik ini didasarkan pada pendapat Imam Abu Hanifa dalam mazhab ahlu sunnah wa aljama'ah, bahkan tidak ada walipun boleh yang penting sekufu dan memenuhi syarat lain. Meskipun praktik tersebut tidak lazim dilakukan di Indonesia yang lebih banyak mengikuti mazhab Imam Syafi'i, akan tetapi hal ini tidak bertentangan dengan hukum Islam.*

Keywords: *Pemahaman Hadis, Pernikahan, ijab Qabul, Darul Istiqamah, Hukum Keluarga Islam*

Introduction

Marriage is ordained by Allah as a means for humans to reproduce, sustain life, and preserve lineage.¹ A distinctive phenomenon observed within the Darul Istiqamah community in Sinjai Regency is the practice of marriage without *ijab qabul* (the marriage contract). Although this practice diverges from Islamic norms and from the Compilation of Islamic Law (*Kompliasi Hukum Islam/KHI*) generally applied in Indonesia, it continues to persist and has become embedded in local traditions. In Islamic jurisprudence, marriage requires the fulfillment of several essential pillars and conditions; if any of these are absent, the marriage is

¹ Abdul Syatar, et.al., "The Development of Fatwas Based on Local Wisdom to the National Level: A Case Study of Panaik Money Fatwa," *El-Mashlahah* 13, No. 2 (2023). Nasrulloh Nasrulloh, et al., "Understanding of the Hadith, Marriage Age and the Islamic Law: Study of Regent's Regulations in Bojonegoro, East Java," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 2 (2024), p. 998.

deemed invalid.² A valid marriage must include: (1) the presence of the bride and groom, (2) two witnesses, (3) a guardian, (4) the *ijab qabul* (contract of marriage), and the dowry.³ This illustrates a dynamic interaction between cultural, religious, and social values.

Previous studies on *ijab qabul* have largely been textual and normative, framing it as a fundamental pillar that must be explicitly and firmly observed. Within the broader Muslim community, *ijab qabul* is considered so sacred and essential that it is often repeated to reaffirm the validity of a marriage.⁴ This sharply contrasts with the practices of the Darul Istiqamah community, where marriages are solemnized without *ijab qabul*. Members of this community, however, regard their practice as being in accordance with the Islamic law (*hadith*). Consequently, an in-depth investigation of this phenomenon is necessary to understand its historical, cultural, and social underpinnings.

This study seeks to analyze the practice of marriages without *ijab qabul* among the Darul Istiqamah community in Sinjai Regency, with particular attention to their interpretation of *hadith*. It examines how this community justifies its practice by appealing to specific *hadith* and compares these interpretations with broader scholarly discussions in *hadith*, *fiqh*, and the KHI. The study aims to identify whether such practices reflect misinterpretations of the Islamic law or legitimate variations within it. Moreover, it provides insight into the tension between local customs and Islamic legal frameworks, particularly how religious authority vested in local leaders or figures influences community practices.⁵ Ultimately, this research aspires to contribute to a more informed public understanding of the Islamic law and to promote wisdom in making decisions related to religious practices.

Marriages without a marriage contract (*ijab qabul*) within the Darul Istiqamah community in Sinjai Regency arise from a distinctive interpretation of *hadith* and the Islamic law. This understanding is likely influenced by certain perspectives in Islamic jurisprudence (*fiqh*) that allow marriage without the

² Nor Ipsanyah, et.al., "Determination of Sekufu In The Kitabun Nikah Al-Banjari," *Syariah: Jurnal Hukum dan Pemikiran* 21, No. 1 (2021). Irkham Taefuri and Misbah Khusurur, "Makna Muttashil Dalam Ijab Dan Kabul Pernikahan Perspektif Mazhab Syafi'i," *Jurnal Al-Wasith: Jurnal Studi Hukum Islam* 8, no. 1 (2023), p. 46.

³ Ahmadi, et.al., "Legal Authority and Marital Identity: A Study on the Kalosara Tradition of the Tolaki People in Southeast Sulawesi," *Al-Manahij: Jurnal Kajian Hukum Islam* 18, No. 2 (2024). Masduki and Ahmad Zaini, "Nikah Sirri Perspektif Yuridis Dan Sosiologis," *Syaksia: Jurnal Hukum Perdata Islam* 23, no. 1 (2022), p. 17.

⁴ Akbar Gunawan Siregar and Abd Rouf, "Praktik Taukil Wali Bagi Wali Lanjut Usia Perspektif Kaidah Dar' Al-Mafāsīd Muqaddam 'Ala Jalb Al-Mašālih," *Sakina: Journal of Family Studies* 7, no. 2 (2023), p. 282-284.

⁵ Ja'far Ja'far, et.al., "Discovering the Legacy of Mandailing Ulama: Education, Intellectuals, and Politics in North Sumatra in the Early 20th Century," *Ulumuna: Journal of Islamic Studies* 26, No. 2 (2022). Agus Solikin, "Kiai Desa Mempertemukan Hisab Waktu Salat Dengan Kearifan Lokal" (Universitas Sunan Ampel, 2020).

performance of *ijab qabul*. Social and cultural contexts also play a central role in shaping variations in Islamic legal practice across Indonesia.⁶ Scholarship on the history of Islamic law highlights that sociocultural factors significantly influence Islamic legal thought,⁷ as Islamic law in Indonesia is constructed from a combination of Islamic principles, customary law, and positive law (much of which is derived from Western traditions).⁸ Against this backdrop, this study examines the Darul Istiqamah community's interpretation of *hadith*, which forms the foundation of their marriage practices.

The Darul Istiqamah community in Sinjai Regency is chosen as the primary focus of this study due to its distinctive practice of conducting marriages without *ijab qabul*. This phenomenon has provoked debate among the public and academics regarding the validity of such marriages from an Islamic legal perspective. In Indonesia, the Compilation of Islamic Law (KHI) designates *ijab qabul* (consent) as one of the essential pillars of marriage, without which a marriage is considered invalid.⁹ By situating the Darul Istiqamah community within scholarly discussions on the flexibility of Islamic law in relation to local cultural contexts, this study seeks to contribute fresh insights into how Islamic law is practiced in diverse sociocultural settings.

Methodologically, this article employs empirical legal research analyzed through a *fiqh hadith* approach, examining the understanding of *hadith* both textually and contextually.¹⁰ Data were collected using a case study design, which allowed for in-depth exploration of how the Darul Istiqamah community interprets and applies *ijab qabul* in their marital practices. This approach was chosen to capture the lived experiences and perspectives of community members engaged in these practices. Direct observations documented the marriage ceremonies, including points of divergence from conventional Islamic law. In-

⁶ M. Tahir Maloko, et.al., "Sompa Tanah in Makassar Bugis Customary Marriages: Legal, Religious, and Cultural Perspectives," *Jurnal Ilmiah Peuradeun* 12, No. 2 (2024). Lalu Muhammad Ariadi, "Islam Sasak: Sebuah Manifestasi Fikih-Budaya," *Schemata: Jurnal Pascasarjana UIN Mataram* 6, no. 2 (2024), p. 155–66.

⁷ Balya Ziaulhaq Achmadin et al., "Deconstructing the Kiai and Santri Relationship: A Critical Review of Power and Cultural Dynamics," *El Harakah: Jurnal Budaya Islam* 26, no. 2 (2024), p. 367–92. Ismail Ismail, et.al., "The Contribution of 'Urf to the Reform of Islamic Inheritance Law in Indonesia," *Al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 22, No. 2 (2022).

⁸ Mursyid Djawas, et.al., "Harmonization of State, Custom, and Islamic Law in Aceh: Perspective of Legal Pluralism," *Hasanuddin Law Review* 10, No. 1 (2024). Ily Yanti, et.al., "Negotiating Shari'ah and Customary Law: Legal Pluralism in Familial Relationships among the Suku Anak Dalam in Jambi," *Journal of Islamic Law* 6, No. 2 (2025).

⁹ Arnisa Siregar and Ikhwanuddin Harahap, "Lafadz Ijab Qabul Perspektif Fiqih As-Syafi'i," *Jurnal El-Thawalib* 2, no. 5 (2021), p. 443–54.

¹⁰ M. Syuhudi Ismail, *Metode Penelitian Hadis*, Jakarta: Bulan Bintang, 1992. M. Syuhudi Ismail, *Hadis Nabi Yang Tekstual Dan Kontekstual: Telaah Ma'ani Al-Hadits Tentang Ajaran Islam Yang Universal, Temporal, Dan Lokal*, Jakarta: Bulan Bintang, 1994.

depth interviews were conducted with academics, religious leaders, community administrators, and married couples who have participated in this system. By doing so, this study provides a nuanced account of how the Darul Istiqamah community constructs its understanding of the Islamic law and adapts it within its specific social and cultural contexts.

This study integrates primary data from observations and interviews with secondary data from academic literature to ensure validity and triangulation. By combining field evidence with theoretical perspectives, the research aims to provide a comprehensive account of marriage practices in the Darul Istiqamah community, particularly their understanding of the *ijab qabul* (marriage contract). Observations were conducted to document the marriage process, including how the *ijab qabul* is performed and interpreted within the community. Semi-structured interviews were carried out with key informants, such as Darul Istiqamah administrators and married couples, to explore their perspectives. Several respondents indicated that this practice is considered valid because marriage, in their view, can be solemnized through different mechanisms. Secondary sources included academic works on Islamic law and marital jurisprudence (*fiqh*), which outline the requirements for a valid marriage in Islam. By linking empirical data with scholarly discourse, the study seeks to represent more fully the complexity of the Darul Istiqamah community's approach to marriage.

Marriage According to the Islamic Family Law

Marriage is ordained by Allah as a means for humans to procreate, reproduce, and sustain life, with both partners expected to play a constructive role in fulfilling its purpose.¹¹ Accordingly, marriage must be conducted in line with established provisions, as outlined in Islamic jurisprudence and the Compilation of Islamic Law (KHI). A marriage is considered valid only if it fulfills the essential requirements and pillars of marriage. These pillars include: the prospective husband, the prospective wife, the marriage guardian, the dowry, two witnesses, and the *sighat* (marriage formula).¹²

According to Islamic scholars, the foundation of marriage lies in the mutual consent of both parties to establish a family. Since consent is an internal obligation that cannot be physically observed, it must be expressed verbally to demonstrate the intention to marry. The initial declaration, typically made by the bride or her representative as proof of willingness to enter into marriage, is called the *ijab* (offer of consent). The subsequent response, given by the groom to

¹¹ Robert J. Priest, "Towards a Missiology of Marriage and Sexuality: A Review of Timothy Tennent's Theology of the Body," *Missiology: An International Review* 51, no. 3 (2023), p. 238–53.

¹² Abdul Rahman Ghazali, *Fiqh Munakahat* (Jakarta: Kencana Prenada Media Group, 2010), p. 46-47.

express his agreement, is called the *qabul* (acceptance).¹³ The process may also occur in reverse, with the *ijab* (consent) pronounced by the groom or his representative and the *qabul* (acceptance) delivered by the bride, her guardian, or representative. For this reason, Islamic jurisprudence affirms that the marriage contract, comprising both consent and acceptance is the central pillar of marriage.¹⁴

For example, the consent of a female guardian may be expressed with the words: “I marry my daughter, A, to you with a dowry of one copy of the Qur’an.” The groom’s acceptance (*qabul*) may then be stated as: “I accept the marriage of the father’s daughter, A, with the dowry of one copy of the Qur’an.” According to *madhhab* scholars, a marriage is deemed valid only if performed through a formal contract that includes the offer (*ijab*) and acceptance (*qabul*) between the bride (or her guardian) and the groom (or his representative). Conversely, a marriage based solely on mutual consent without a formal contract is regarded as invalid.

The validity of a marriage contract requires that the *ijab* (offer) and *qabul* (acceptance) be pronounced clearly and explicitly, without the use of vague or ambiguous expressions. Innuendo cannot be permitted, as it relies on intention, which witnesses—required to be present at the marriage—cannot discern. For this reason, the *ijab* and *qabul* must be performed verbally, forming what is known as the *nikah* contract (marriage bond or agreement).¹⁵ In the case of a mute individual, the contract remains valid if expressed through understandable hand signals or head movements. If one party to the marriage (either the bride or groom) is absent, the *ijab* and *qabul* may be conducted through a representative or by written correspondence, provided that witnesses are present to validate the agreement.¹⁶ The marriage is deemed valid when the wording includes explicit expressions such as *zawwajtu* (“I marry”) or *ankahtu* (“I marry”) from the guardian or representative, and *qabiltu* (“I accept”) or *raditu* (“I agree”) from the groom or his representative.¹⁷

In Indonesia, the marriage contract is regulated under Articles 27, 28, and 29 of the Compilation of Islamic Law (KHI). Article 27 stipulates that the *ijab* and *qabul* between the guardian and the prospective groom must be delivered consecutively and without interruption. Article 28 requires that the marriage

¹³ Lailatul Zuhriyah and Nailal Muna, “Economic Ability as a Kafā’ah Principle and the Recognition of Difabel Marriage Guardian in As-Silāh Fī Bayāni An-Nikāh by Khalil Al-Bangkalany,” *Al-Ahwal: Jurnal Hukum Keluarga Islam* 16, no. 1 (2023), p. 89–111.

¹⁴ Khalid Sitorus et al., “Fuqaha’s Views On Siri Marriage,” *Mawaddah: Jurnal Hukum Keluarga Islam* 3, no. 1 (2025), p. 112–29.

¹⁵ Ghozali, *Fiqh Munakahat*, p. 56.

¹⁶ Sayyid Sabiq, *Fikih Sunnah 6 Cet. Ke-20*, Bandung: PT Al-Ma’arif 1980, p. 59.

¹⁷ Okti Nur Hidayah, “Compliance with Religious and State Laws: The Practice of Dual and Single Marriage Contracts within the Shi’i Community,” *Al-Ahwal: Jurnal Hukum Keluarga Islam* 17, no. 1 (2024), p. 107–22.

contract be conducted personally by the guardian or a representative thereof. Article 29, paragraph 1, states that the person authorized to pronounce the *qabul* is the prospective groom himself”¹⁸

According to Ibn Taymiyyah, the *ijab* and *qabul* may be pronounced in any language, words, or actions commonly recognized by the society as signifying marriage. Scholars from various schools of Islamic jurisprudence generally agree that a marriage is valid when performed using phrases such as “I marry” or “I give in marriage” from the guardian or representative, followed by “I accept” or “I agree” from the groom or his representative.¹⁹ However, opinions differ concerning the validity of a marriage contract that does not employ the past-tense verb (*fi’l māḍī*) or that substitutes other terms for *nikah*. The Hanafī school maintains that the marriage contract may be validly concluded with any wording that conveys the intention of marriage, even if expressed through terms such as *at-tamlīk* (ownership), *al-hibah* (gift), *al-bay’* (sale), *al-‘aṭā’* (grant), or *al-ibāhah* (permission), provided the wording is supported by a contextual indicator (*qarīnah*) confirming the marital intention. However, contracts using terms such as *al-ijārah* (wages) or *al-‘āriyah* (loan) are considered invalid, as they fail to imply permanence and continuity in the marital bond.²⁰

According to Maliki and Hanbali scholars, a marriage contract is valid if it employs the words *al-nikah* or *al-zawaj*. It may also be valid if the term *al-hibah* is used, provided that it is accompanied by a mention of the dowry; other expressions are not considered acceptable. In contrast, the Shafī‘ī school of thought maintains that the contract must be concluded exclusively with the terms *al-tazwij* or *al-nikah*. Any alternative wording renders the contract invalid. Furthermore, Islamic law does not require that a marriage contract prioritize either party, male or female, thereby emphasizing the principle of equality in its formulation.²¹

The regulation of marriage contracts in Indonesia is formally codified in Presidential Instruction Number 1 of 1991 concerning the Compilation of Islamic Law (KHI), specifically in Articles 27, 28, and 29. Article 27 requires that the *ijab* and *qabul*, the pronouncement of offer and acceptance between the guardian and the prospective groom be performed clearly and without interruption. Article 28

¹⁸Tim Redaksi Nuansa Aulia, *Kompilasi Hukum Islam: Hukum Perkawinan, Kewarisan, Dan Perwakafan* (Bandung: CV. Nuansa Aulia, 2008), p. 9.

¹⁹Muhammad Jawad Mughniyah, *Fiqih Lima Mazhab*, 27th ed. (Jakarta: Lentera Media, 2011), p. 309.

²⁰Abdurrahman Jaziri, *Kitab Al Fiqh ‘ala Al Madzahib Al Arba’ah Jilid 4* (Beirut: Dar al Kutub al ‘Ilmiyyah, 1999), p. 13.

²¹Djamaluddin Miri, *Ahkamul Fuqaha, Solusi Problematika Aktual Hukum Islam : Keputusan Mukhtar, Munas Dan Konbes Nahdlatul Ulama (1926-1999 M)* (Surabaya: LTN NU Jawa Timur dan Diantama, 2004), p. 120. Irna Nur Arisa, et.al., “Women's Political Leadership: An Analysis of Gender Equality in Legislators in Sekadau,” *Jurnal Sosiologi Dialektika Sosial* 11, No. 1 (2025).

stipulates that the marriage contract must be carried out personally by the guardian or, alternatively, by a guardian acting as a representative for another party. Article 29 provides that only the prospective groom may pronounce the acceptance of the contract. However, in certain cases, this responsibility may be delegated to another man, provided that the groom issues explicit written authorization confirming that the representative's acceptance is on his behalf. Nevertheless, if the prospective bride or her guardian objects to such representation, the marriage contract cannot be concluded.²²

However, there are notable differences in the wedding procedures practiced at Pesantren Darul Istiqamah, an Islamic boarding school located in the city center of Sinjai Regency. In addition to its educational role, Darul Istiqamah also functions as an institution responsible for implementing aspects of Islamic law, including marriage. What distinguishes marriages conducted at Pesantren Darul Istiqamah is that they are not performed in the conventional manner. The marriage contract consists solely of the *ijab* (offer/consent) without the recitation of the *qabul* (acceptance) by the groom.

At Pesantren Darul Istiqamah, the marriage contract is performed after the proposal, with both the bride and groom present in a single gathering. During the ceremony, the groom's guardian pronounces the *ijab* (offer of marriage). At this stage, the guardianship of the bride is transferred to the *kiyai* (Islamic religious leader), and the *ustadz* (religious teacher) then solemnizes the marriage. The wording of the *ijab* typically follows the formula: "I have married and given in marriage *Fulanah bint Fulan* to *Fulan* with the agreed dowry." The testimony of the witnesses and guardians is considered sufficient for the contract to be valid, even though no *qabul* is verbally expressed by the groom. Instead, the *qabul* is assumed to occur silently, as Pesantren Darul Istiqamah authorities regard the presence and testimony of the guardians as fulfilling the requirement of acceptance.²³

The distinctive feature of this practice lies in the omission of the *qabul*. In classical Islamic law, the *ijab* is pronounced by the bride's guardian and must be followed by the *qabul*, which is expressed verbally by the groom or his representative, as stipulated in Article 1, letter (c): "The marriage contract consists of the *ijab* pronounced by the guardian and the *qabul* pronounced by the groom or his representative in the presence of two witnesses".²⁴ By contrast, in Pesantren Darul Istiqamah, the *ijab* is recited solely by the guardian or cleric/*ustadz*, without any verbal *qabul* from the groom. This practice is justified on the grounds that the

²²Abdurrahman, *Kompilasi Hukum Islam Di Indonesia*, 5th ed. (Jakarta: Akademi Pressindo, 2007), p. 9.

²³Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Darul Istiqamah Islamic Boarding School, Sinjai Regency, June 27, 2024.

²⁴Instruksi Presiden Nomor 1 Tahun 1991 tentang Kompilasi Hukum Islam. Pasal 1 huruf c.

testimony of the guardians of both parties constitutes the *qabul*, thereby validating the marriage.

Based on the explanation above, it can be concluded that marriages conducted within the Pesantren Darul Istiqamah community are not fully in accordance with the provisions of the Islamic law as stipulated in the *Kompilasi Hukum Islam* (KHI). The primary reason is the absence of the *qabul*, which is not verbally pronounced by the groom, even though he is capable of doing so. In the KHI, as well as according to the majority of scholars, the right to pronounce the *qabul* rests with the groom himself. This responsibility may, however, be delegated to a representative, provided that the prospective groom issues a written power of attorney explicitly authorizing the representative to accept the marriage contract on his behalf.

Nevertheless, Article 14 of the Compilation of Islamic Law outlines the essential requirements for a valid marriage: (1) a prospective husband, (2) a prospective wife, (3) a guardian, (4) two witnesses, and (5) the consent and acceptance of the marriage contract. Among these five pillars, the core principle is the mutual consent of both parties, expressed through the exchange of *ijab* (offer) and *qabul* (acceptance) between the one who grants and the one who receives the marriage contract. In the Darul Istiqamah community, however, a marriage is regarded as valid if it is witnessed by a community elder. Thus, they maintain that the requirement of consent and acceptance is not omitted, since it is already embedded in the process.

The Darul Istiqamah community further holds that neither the pillars (*arkan*) nor their conditions (*syarat*) may be omitted in marriage, as the absence or incompleteness of either renders the marriage invalid. The two concepts carry different meanings: the pillars are intrinsic to the marriage itself, representing essential elements that bring it into existence, whereas the conditions are external factors that must be fulfilled for the marriage to be valid.²⁵

Within the Darul Istiqamah practice, the recognized pillars of marriage include: the presence of a prospective groom, a prospective bride, a guardian, a Darul Istiqamah elder serving as witness, and the *ijab* (offer of marriage) pronounced by the guardians of the bride and groom. Furthermore, the marriage contract must be recited in the presence of other Darul Istiqamah members and witnessed by a community elder. If these conditions are satisfied, the marriage is deemed valid even in the absence of the groom's verbal recitation of the *qabul* (acceptance).

In relation to the above discussion, several scholars have presented their opinions. The Hanafi scholars, for instance, maintain that a marriage is valid if contracted by a single person, provided that he or she possesses the right of guardianship over both parties. This guardianship may be genuine, such as

²⁵ Amir Syarifuddin, *Hukum Perkawinan Islam Di Indonesia* (Jakarta: Kencana, 2020), p. 59.

through kinship, or delegated, as in the case of an appointed representative. Such situations arise in the following cases: (1) the person acts as guardian of both bride and groom, for example, a grandfather marrying his grandson to his elder son's grand-daughter, or a brother marrying his brother's daughter to his younger brother's son; (2) the person simultaneously serves as both guardian and contracting party, such as an uncle's son marrying his uncle's daughter; (3) the person serves as the representative of both parties; (4) the person is representative of both bride and groom simultaneously; and (5) the person is one party to the marriage while representing the other, such as a woman marrying herself to a man on his behalf, or a man marrying a woman on her behalf.

In line with this, Imam al-Shāfi'ī, in the framework of Islamic family law, emphasized that a marriage is valid under the first condition, namely, when the individual performing the marriage contract is the guardian of both parties, such as a grandfather marrying his daughter to his other son. According to the Mālikī school, it is permissible for an uncle's son, a deputy guardian, or even a judge to marry a woman to himself.

Another argument supporting the validity of a marriage contract conducted by a single individual is drawn from exceptions to the principle of multiple contracting parties. The first example is an *athar* narrated by Imam al-Bukhārī from 'Abd al-Raḥmān ibn 'Awf. He asked Umm Ḥakīm, "Are you representing yourself to me?" She replied, "Yes," to which he responded, "I have married you." This illustrates the situation in which one person acts both as bride, groom, and representative. A second example is a hadith narrated by Abū Dāwūd from 'Uqbah ibn 'Āmir, in which the Prophet (peace be upon him) asked a man, "Are you pleased that I marry you to Fulanah?" The man replied, "Yes." The Prophet then asked the woman, "Are you pleased that I marry you to so-and-so?" She answered, "Yes." The Prophet then solemnized the marriage. This demonstrates the case where one person acts as representative for both parties. Other circumstances are understood in a similar vein: so long as the person performing the contract acts within the framework of guardianship, representation, or as the bride and groom themselves, the contract remains *sharia*-compliant.²⁶

From the foregoing discussion, it can be concluded that the differing views on the acceptance (*qabul*) of marriage vows between the broader Muslim community and the Darul Istiqamah circle stem from divergent interpretations of religious teachings. This divergence arises partly from the absence of explicit and unequivocal Qur'ānic texts or Prophetic traditions regarding the precise formulation of acceptance in marriage contracts. In essence, a marriage contract is valid when the acceptance of the vows is undertaken by the bride's guardian

²⁶ Wahbah Zuhaili and Abdul Hayyie Al-kattani, *Fiqh Islam Wa Adillatuhu Jilid 9: Pernikahan, Talak, Khulu, Meng-Illa' Istri Li'an, Zhihar, Masa Iddah* (Jakarta: Gema Insani, 2011), p. 51.

and the prospective husband, regardless of whether it is carried out in strict sequence or with flexibility in order. The ultimate objective remains the same: to make lawful what was previously forbidden—that is, the marital union. Furthermore, Islamic jurisprudence affirms that “mutual consent is obligatory in all contracts.” Accordingly, the practice at Darul Istiqamah must also be understood as being grounded in the principle of *niyyah* (intention), as stated in the legal maxim: “Every matter is judged according to its intention).²⁷

Positioning the *Ijab* and *Qabul* in Marriage

The marriage contract (*akad nikah*) is a formal agreement between two parties entering into marriage, expressed through the *ijab* (offer) and *qabul* (acceptance).²⁸ It represents the concrete manifestation of the marital bond between a man (husband) and a woman (wife), solemnized in the presence of at least two witnesses, and articulated using the *ṣīghat ijab wa qabul* (formula of offer and acceptance).²⁹ The *ijab* is the initial statement made by one of the contracting parties, signifying their willingness and intention to enter into the contract. The *qabul*, on the other hand, is the corresponding expression of acceptance, indicating the agreement of the second party to the terms of the contract. Together, the *ijab* and *qabul* demonstrate the mutual consent and satisfaction of both parties in entering into marriage. The Compilation of Islamic Law provides a formal definition of a marriage contract in Chapter I, Article 1(c), which states: “A marriage contract is a series of vows pronounced by the guardian and the qabul pronounced by the groom or his representative, witnessed by two witnesses”.³⁰

Scholars across the major schools of Islamic jurisprudence agree that a marriage is valid only when conducted through a contract that includes the exchange of *ijab* and *qabul* between the woman being married and the man who marries her or through their guardians or appointed representatives. A marriage based solely on mutual consent without a formal contract is considered invalid. However, differences of opinion exist regarding the precise wording required for the validity of the marriage contract. One area of debate concerns the use of the *māḍī* verb form (past tense), which implies certainty and finality. Some scholars argue that the contract must be expressed in this form, while others allow for variations. The majority agree that the use of words derived from *nikah* (marriage) and *tazwīj* (to marry) is valid, but differences arise over other linguistic

²⁷ Sabiq Ahmad bin Abdul Latif, “Kaedah-Kaedah Praktis Memahami Fiqh Islami” (Purwodadi: Pustaka Al-Furqon, 2009), p. 277.

²⁸ Wahyu Wibisana, “Pernikahan Dalam Islam,” *Jurnal Pendidikan Agama Islam-Ta’lim* 14, no. 2 (2016), p. 187.

²⁹ Barzah Latupono, “Kajian Tentang Perwalian Dalam Ijab Qabul Perkawinan Menurut Hukum Islam,” *LUTUR Law Journal* 1, no. 1 (2020), p. 2.

³⁰ Abdurrahman, *Kompilasi Hukum Islam Di Indonesia*, p. 113.

formulations. For instance, the Hanafi school permits the use of terms that indicate the intent of marriage, such as *al-tamlīk* (ownership), *al-hibah* (grant), *al-bay'* (sale), *al-'atā'* (gift), *al-ibāḥah* (permission), and *al-iḥlāl* (authorization), provided they are accompanied by a *qarīnah* (contextual indicator) clearly signifying marriage. Nonetheless, certain terms are deemed invalid because they do not convey permanence or continuity. For example, the use of *al-ijārah* (wages) or *al-'āriyah* (loan) renders the contract invalid, as these words suggest temporariness. Similarly, it is impermissible to use alternatives to *al-zawāj* (marriage) or *al-nikāḥ* (marriage), since these terms uniquely indicate the original intent of the marriage bond. The insistence on *māḍī* (past tense) further underscores the requirement of certainty and conclusiveness in the pronouncement of the marriage contract.³¹

For a marriage contract to have legal consequences for both husband and wife, several conditions must be fulfilled:

- 1) The pronouncement of the marriage contract (*ijab*) and its acceptance (*qabul*) must occur in a single assembly (*majlis*). In other words, the contract cannot be pronounced separately or in different sessions.³² This requirement is reinforced by Article 27 of the Compilation of Islamic Law (KHI), which stipulates that the *ijab* and *qabul* between the guardian and the prospective groom must be expressed clearly, consecutively, and without interruption. However, the contract does not necessarily require immediate action. If the session is prolonged, with a short interval between *ijab* and *qabul* that does not disrupt the ceremony, it is still regarded as a single *majlis*, in accordance with the views of the Hanafi and Hanbali schools. By contrast, if the parties separate before the *qabul* is declared, the *ijab* becomes invalid, as its legal effect is lost. This is because the interruption, such as the groom leaving before declaring *qabul*, the contract depends on its immediate execution within the same session.
- 2) There must be consistency between the *ijab* and *qabul*, meaning that the content of the offer (*ijab*) and its acceptance (*qabul*) must correspond without discrepancy.
- 3) The *ijab* and *qabul* must be expressed verbally. Exceptions are permitted only for individuals who are unable to speak; in such cases, written statements or universally recognized signs may be used.³³

³² Dewi Fauziah Nuraini, et.al., "Implementation of Ijab Qabul with One Breath Perspectives of the Imams of the Mazhab and Sheikh Muhammad Arsyad Al-Banjari in Kitab An-Nikah (Case Study of Ijab Qabul in the Marriage Contract Procession Rizky Febian and Mahalini)," *MAQOLAT: Journal of Islamic Studies* 3, no. 1 (2025), p. 61–67.

³³ Mughniyah, *Fiqh Lima Mazhab*, p. 331. Sabiq, *Fikih Sunnah 6 Cet. Ke-20*, p. 54.

The Hadith Regarding the *Ijab Qabul* in Marriage

The following is a hadith about the *ijab qabul* in marriage:

a. Hadith Qudsi Regarding marriages preceded by Aqad:

عَنْ شَهْرِ بْنِ حَوْشَبٍ قَالَ قَالَ ابْنُ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُمَا نُهِيَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ أَصْنَافِ النِّسَاءِ إِلَّا مَا كَانَ مِنَ الْمُؤْمِنَاتِ الْمُهَاجِرَاتِ قَالَ { لَا يَحِلُّ لَكَ النِّسَاءَ مِنْ بَعْدِ وَلَا أَنْ تَبَدَّلَ بِهِنَّ مِنْ أَرْوَاحٍ وَلَوْ أَعْجَبَكَ حُسْنُهُنَّ إِلَّا مَا مَلَكَتْ يَمِينُكَ } وَأَحَلَّ اللَّهُ فِتْيَاتِكُمُ الْمُؤْمِنَاتِ { وَامْرَأَةً مُؤْمِنَةً إِنْ وَهَبَتْ نَفْسَهَا لِلنَّبِيِّ { وَحَرَّمَ كُلَّ ذَاتِ دِينٍ غَيْرِ الْإِسْلَامِ ثُمَّ قَالَ { وَمَنْ يُخْفَرُ بِالْإِيمَانِ فَقَدْ حَبِطَ عَمَلُهُ وَهُوَ فِي الْأَجْرَةِ مِنَ الْخَاسِرِينَ } وَقَالَ { يَا أَيُّهَا النَّبِيُّ إِنَّا أَحْلَلْنَا لَكَ أَرْوَاحَكُمُ اللَّاتِي أَتَيْتَ أُجُورَهُنَّ وَمَا مَلَكَتْ يَمِينُكَ مِمَّا آفَاءَ اللَّهُ عَلَيْكَ إِلَى قَوْلِهِ خَالِصَةً لَكَ مِنْ دُونِ الْمُؤْمِنِينَ } وَحَرَّمَ مَا سِوَى ذَلِكَ مِنَ أَصْنَافِ النِّسَاءِ قَالَ أَبُو عِيْسَى هَذَا حَدِيثٌ حَسَنٌ إِنَّمَا نَعْرِفُهُ مِنْ حَدِيثِ عَبْدِ الْحَمِيدِ بْنِ بَهْرَامَ قَالَ سَمِعْتُ أَحْمَدَ بْنَ الْحَسَنِ يَذْكُرُ عَنْ أَحْمَدَ بْنِ حَنْبَلٍ قَالَ لَا بَأْسَ بِحَدِيثِ عَبْدِ الْحَمِيدِ بْنِ بَهْرَامَ عَنْ شَهْرِ بْنِ حَوْشَبٍ

Meaning: According to a narration from Syahr ibn Hausyab, Ibn Abbas (may Allah be pleased with him) reported that the Prophet (peace and blessings be upon him) was prohibited from marrying various categories of women, except believing women who had emigrated. Allah says: “It is not lawful for you to marry women after this, nor to exchange them for other wives, even though their beauty may please you, except those whom your right hand possesses” (al-Ahzāb 33:52). Allah also says: “And any believing woman who dedicates herself to the Prophet, if the Prophet wishes to marry her” (al-Ahzāb 33:50). Women of other faiths were forbidden to him. Ibn Abbas then recited the verse: “Whoever disbelieves after having believed—his deeds will be nullified, and he will be among the losers in the Hereafter” (al-Mā'idah 5:5). Allah also revealed: “O Prophet, indeed We have made lawful to you your wives to whom you have given their dowries, those whom your right hand possesses from among those Allah has given you as spoils of war, and the daughters of your paternal uncles and paternal aunts, and the daughters of your maternal uncles and maternal aunts who emigrated with you; and any believing woman who dedicates herself to the Prophet if the Prophet wishes to marry her. This is exclusively for you and not for the believers in general” (al-Ahzāb 33:50). Beyond these, all other categories of women were made unlawful to the Prophet (peace and blessings be upon him) (Narrated by Turmizi).³⁴

³⁴Muhammad bin 'Isa bin Saurah bin Musa bin adl Dlahhak, *Sunan Tirmidzi Kitab Tafsir Al-Qur'an bab diantara surah al-Ahzab*, (Hadis nomor 3139), p. 536

b. Hadith regarding marriage without Ijab Qabul:

عَنْ أُمِّ سَلَمَةَ قَالَتْ جَاءَتْ أُمَّ حَبِيبَةَ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَقَالَتْ يَا رَسُولَ اللَّهِ هَلْ لَكَ فِي أُخْتِي قَالَ فَأَصْنَعُ بِهَا مَاذَا قَالَتْ تَزَوِّجُهَا فَقَالَ لَهَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ وَتُحْبِبِينَ ذَلِكَ فَقَالَتْ نَعَمْ لَسْتُ لَكَ بِمُخْلِيةٍ وَأَحَقُّ مَنْ شَرَكَيْتَ فِي خَيْرِ أُخْتِي فَقَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ إِنَّهَا لَا تَحِلُّ لِي قَالَتْ فَوَاللَّهِ لَقَدْ بَلَغَنِي أَنَّكَ تَخْطُبُ ذُرَّةَ ابْنَةَ أُمِّ سَلَمَةَ بِنْتِ أَبِي سَلَمَةَ فَقَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ لَوْ كَانَتْ تَحِلُّ لِي لَمَا تَزَوَّجْتُهَا قَدْ أَرْضَعْتَنِي وَأَبَاهَا ثَوْبِيئَةَ مَوْلَاةُ بَنِي هَاشِمٍ فَلَا تَعْرِضْنِ عَلَيَّ أَخَوَاتِكُنَّ وَلَا بَنَاتِكُنَّ حَدَّثَنَا يُونُسُ بْنُ مُحَمَّدٍ قَالَ حَدَّثَنَا لَيْثٌ يَعْنِي ابْنَ سَعْدٍ عَنْ هِشَامِ بْنِ عُرْوَةَ عَنْ أَبِيهِ عَنْ زَيْنَبِ بِنْتِ أَبِي لَمَةَ عَنْ أُمِّ حَبِيبَةَ أَنَّهَا قَالَتْ دَخَلَ عَلَيَّ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَقُلْتُ هَلْ لَكَ فِي أُخْتِي فَذَكَرَ الْحَدِيثَ حَدَّثَنَا يَعْقُوبُ قَالَ حَدَّثَنَا أَبِي عَنْ ابْنِ إِسْحَاقَ قَالَ حَدَّثَنَا هِشَامُ بْنُ عُرْوَةَ عَنْ أَبِيهِ عَنْ زَيْنَبِ بِنْتِ أَبِي سَلَمَةَ عَنْ أُمِّ حَبِيبَةَ بِنْتِ أَبِي سُفْيَانَ قَالَتْ قُلْتُ لِرَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَلَا تَزَوِّجُ أُخْتِي فَذَكَرَ الْحَدِيثَ حَدَّثَنَا أَبُو الْيَمَانِ قَالَ أَخْبَرَنَا شُعَيْبٌ عَنْ الزُّهْرِيِّ قَالَ أَخْبَرَنِي عُرْوَةُ بْنُ الزُّبَيْرِ أَنَّ زَيْنَبَ بِنْتِ أَبِي سَلَمَةَ أَخْبَرَتْهُ أَنَّ أُمَّ حَبِيبَةَ ابْنَةَ أَبِي سُفْيَانَ أَخْبَرَتْهَا أَنَّهَا قَالَتْ يَا رَسُولَ اللَّهِ إِنَّكَ أُخْتِي فَذَكَرَ الْحَدِيثَ قَالَ أَبِي وَوَأَفَقَهُ ابْنُ أَخِي الزُّهْرِيِّ وَقَالَ عَفِيلٌ إِنَّ أُمَّ حَبِيبَةَ قَالَتْ

Meaning: Umm Salamah narrated that Umm Habibah once came to the Prophet (peace and blessings be upon him) and asked, “O Messenger of Allah, would you like to marry my sister?” The Prophet replied, “What would I do with her?” She said, “You may marry her.” The Prophet then asked, “Would you like that?” She replied, “Yes, I do not intend to harm you; rather, I wish to bring joy to my sister.” The Prophet responded, “It is not lawful for me.” Umm Habibah continued, “By Allah, I have heard that you proposed to Durrah bint Umm Salamah, the daughter of Abu Salamah.” The Messenger of Allah replied, “If she were lawful for me, I would have married her, but she is my milk-sister. Her foster-mother, Thuwaybah, was a freed slave of Banu Hashim, and she nursed me. Therefore, do not offer your sisters and daughters to me.” Yunus ibn Muhammad narrated to us from al-Layth ibn Sa‘id, who reported from Hisham ibn ‘Urwah, from his father, from Zaynab bint Abi Salamah, from Umm Habibah. She said, “The Messenger of Allah came to me, and I said to him, ‘Would you like to marry my sister?’” and then she related the hadith. Similarly, Ya‘qub narrated to us from his father, from Ibn Ishaq, who reported from Hisham ibn ‘Urwah, from his father, from Zaynab bint Abi Salamah, from Umm Habibah bint Abi Sufyan, who said, “I asked the Messenger of Allah, ‘Would you marry my sister?’” and then she related the hadith. Abu Yaman also narrated to us, saying: Shu‘ayb reported from al-Zuhri, who reported from ‘Urwah ibn Zubayr, from Zaynab bint Abi Salamah, from Umm Habibah bint Abi Sufyan, who said, “O Messenger of Allah, marry my sister,” and then mentioned the hadith. My father also narrated this, and al-Zuhri’s nephew

confirmed it, while ‘Uqayl stated that Umm Habibah herself related it (Narrated by Ahmad Bin Hanbal).³⁵

Implementation of the *Ijab Qabul* in Marriages at the Pesantren Darul Istiqamah

Indonesia is a nation characterized by its vast archipelago, multiple ethnic groups, and diverse cultural traditions. One example of this cultural richness is the practice of *ijab qabul* (marriage vows) among the Pesantren Darul Istiqamah in Sinjai Regency. Data regarding this tradition was obtained through direct interviews with the supervisor of the Pesantren Darul Istiqamah in Sinjai. Marriage procedures within the Darul Istiqamah community follow a series of stages similar to those generally observed in Indonesian society. The first stage is the proposal (*lamaran*), in which the man’s family visits the woman’s family to express their formal intention to arrange a marriage. Often, this stage involves the *kyai* (religious leader), who plays a central role as both the head of the Islamic boarding school and a guide in marital matters. Prospective couples, particularly students of the boarding school, typically first approach the *kyai*, who then facilitates communication between the two families.³⁶

Once both parties reach an agreement, the marriage ceremony is conducted in a single assembly (*majlis*). This usually takes place at the boarding school and is attended by both families of the bride and groom. Among the Darul Istiqamah community, it is common for marriages to be performed collectively. Such collective ceremonies, known as *walimah akbar*, are attended not only by local administrators of the boarding school but also by representatives of the central Darul Istiqamah leadership, who are regarded as parental figures for the community. A *walimah akbar* may include as many as 30 couples, comprising both students and non-students of the boarding school, and is conducted in accordance with Islamic principles.³⁷ The *ijab qabul* within the Darul Istiqamah community is regarded as a proper and commendable practice, carefully maintained through adherence to established customs. According to these customs, the bride and groom must invite neighbors and community members to witness the ceremony, which is held within the boarding school.³⁸

The marriage vow ceremony practiced by the Darul Istiqamah community is regarded as appropriate and has been preserved to the present day. This practice is governed by specific customary rules that must be observed when conducting

³⁵Ahmad bin Muhammad bin Hanbal bin Hilal bin Asad, *Kitab Sisa Musnad Sahabat Ashar Bab Hadis Ummu Salama Saw*, (No. 25288)

³⁶Interview with Ustadz Andi Ikhwan Badiu, Supervisor of the Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

³⁷Interview with Ustadz Andi Ikhwan Badiu, Supervisor of the Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

³⁸Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

a marriage according to Darul Istiqamah traditions. One such requirement is that the bride and groom invite their neighbors to witness the wedding, which customarily takes place in the *pondok* (religious boarding house). Once the guests and the guardians of both the bride and groom are assembled, the groom is seated in alignment with the bride, and the *ijab qabul* is solemnly performed.³⁹

The *ijab qabul* process within the Darul Istiqamah community is carried out through several stages. First, the groom appears before a cleric (*ustadz*) who officiates the marriage. The cleric begins with *hamdalah* (praise to Allah), followed by supplications of *ta'awwudh* and *basmalah*, and then recites selected verses from the Qur'an. Once preparations are complete, the cleric proceeds with the *ijab*, pronouncing the formula: "I marry so-and-so to so-and-so, daughter of so-and-so, with the agreed dowry."⁴⁰ At this point, the witnesses and guardians affirm the validity of the contract without requiring a formal *qabul* (acceptance) from the groom. After the *ijab qabul* is concluded, the cleric delivers a sermon or marital advice (*khutbah nikah*). In this practice, the groom's explicit verbal acceptance is not considered necessary, as the testimony of the guardians of both parties is deemed sufficient. Thus, acceptance (*qabul*) is regarded as included within the *ijab* itself. This approach differs from the conventional marriage contract, in which the groom's acceptance forms the legal foundation of the marriage. Nevertheless, the Darul Istiqamah community still acknowledges the importance of acceptance, interpreting it as embodied in the presence and testimony of both guardians.

The primary concern in marriage within the Darul Istiqamah tradition is the achievement of harmony between the families and the couple. If compatibility and mutual agreement are reached, the essential objective of marriage is considered fulfilled. From a legal perspective, the practice of *ijab qabul* in Darul Istiqamah is regarded as valid under Islamic law. Here, the *ijab* articulated by the cleric establishes the marital bond, such that a separate verbal *qabul* by the groom is no longer required. Proof of acceptance rests in the mutual agreement of both parties to proceed with the marriage contract; even if unspoken, this agreement is understood to be manifested in the process itself.

A distinctive feature of the Darul Istiqamah community is the interpretation of *ijab qabul* through the guardian's declaration. The statement, "I marry my daughter to so-and-so," is understood to encompass acceptance. In practice, guardianship (*wilayah*) is often entrusted to the cleric, expressed in the formula, "I hand over the guardianship of my daughter to the cleric." This declaration signifies the transfer of authority from the bride's father to the cleric,

³⁹Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

⁴⁰Field Observation of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27-29, 2024. Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Darul Istiqamah Islamic Boarding School, Sinjai Regency, June 27, 2024.

thereby reinforcing the cleric's central role in solemnizing marriage within the Darul Istiqamah tradition.⁴¹

Understanding the Hadith on *Ijab Qabul* in Darul Istiqamah Islamic Boarding School

The Hadith serves as a primary source of reference for addressing various aspects of human life, including matters of faith, worship, and social relations (*muammalah*). In interpreting religious texts, including the Hadith, two main approaches can be identified; The first is the scriptural or normative approach, which emphasizes a textual and doctrinal reading of the sources.⁴² The second is the substantive or scientific approach, which prioritizes the meaning, content, and context of the text, often employing disciplines such as sociology for interpretation.⁴³

Both approaches are essential in interpreting religious texts like the Hadith, as they help minimize errors and misunderstandings. Misinterpretations can lead to exclusivist attitudes, which in turn may lead to conflict and threaten interfaith harmony.⁴⁴

Marriage, within this framework, is understood as a sacred bond that unites a man and a woman in shared life. However, its validity depends on the fulfillment of specific pillars (*arkan*) and conditions (*shurūt*). These elements determine the legality of the marriage contract and its recognition under religious law. Although the terms *arkan* and *shurūt* differ in nuance, they are similar in that both are indispensable requirements for the legitimacy of marriage.

Scholars agree that marriage consists of several essential pillars and conditions, one of the most important being the marriage contract (*akad nikah*). Among these pillars, the *ijab qabul* (offer and acceptance) is fundamental and cannot be disregarded. The performance of *ijab qabul* must comply with the requirements of the marriage contract in order to establish a valid and complete marriage. In Islamic jurisprudence, the *ijab qabul* is a prerequisite for the legal validity of marriage, and thus, the contract must be conducted in accordance with the principles set out by the jurists.

⁴¹Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

⁴²Djamhari Ma'ruf, "Radikalisme Islam di Indonesia: Fenomena Sesat?" dalam Bahtiar Effendi dan Soetrisno Hadi (ed.), *Agama dan Radikalisme* (East Lansing: Nuqtah, 2007), 45. Tasmim, Tanggareng, et.al., "The Construction of hadith Addressing Genetic Engineering of Humans" *Jurnal Ilmiah Islam Futura* 23, no.1 (2023).

⁴³Abdul Hakim, *Islamic Studies (Sebuah Pengantar)* (Makassar: Pusaka Almaida, 2020), h. 24. Herliana Herliana, "Maqasid al-Sharia in Court-Mediation Reform: A Study on Efficiency and Social Justice in Medical Disputes," *De Jure: Jurnal Hukum dan Syariah* 15, No. 2 (2023).

⁴⁴Tim Departemen Agama RI, *Tafsir Al-Qur'an Tematik: Hubungan antara Umat Beragama* (Jakarta: Departemen Agama RI, 2008), p. xii.

Within the Darul Istiqamah community, however, the *ijab qabul* is understood primarily as a form of testimony. From the time of the proposal, the groom's expression of intent to marry is already regarded as a declaration of acceptance. This interpretation is based on a hadith in which a woman came to the Prophet Muhammad (peace be upon him) and offered herself in marriage. The Prophet did not respond affirmatively, but a companion then said: "O Messenger of Allah, let me marry her." His statement was considered an expression of *qabul* (acceptance) on behalf of the man.⁴⁵

The Darul Istiqamah view is further supported by their reading of the hadith of Umm Habibah. She once came to the Prophet (peace be upon him) and said: "O Messenger of Allah, would you like to marry my sister?" The Prophet replied: "What would I do with her?" She responded: "You may marry her." The Prophet then asked: "Do you want that?" She answered: "Yes, I do not intend to harm you, but I wish to bring joy to my sister." The Prophet replied: "She is not lawful for me." She continued: "By Allah, I heard that you had proposed to Durrah bint Umm Salamah bint Abi Salamah." The Prophet responded: "If she were lawful for me, I would surely marry her. But she is my milk-sister, since Thuwaybah, a freed slave of Banu Hashim, nursed me. Therefore, do not offer your sisters and daughters to me." Yunus ibn Muhammad narrated to us, saying: Lays, that is Ibn Sa'īd, narrated to me from Hishām ibn 'Urwah, from his father, from Zaynab bint Abī Salamah, from Umm Ḥabībah. She said: "The Messenger of Allah (peace be upon him) came to me, and I said to him: 'Would you like to marry my sister?'" Then he related the ḥadīth. Ya'qūb narrated to us, saying: my father reported to me from Ibn Ishāq, who said: Hishām ibn 'Urwah narrated to us from his father, from Zaynab bint Abī Salamah, from Umm Ḥabībah bint Abī Sufyān. She said: "I said to the Messenger of Allah (peace be upon him): 'Will you not marry my brother?'" Then he related the ḥadīth. Abū Yamān narrated to us, saying: Shu'ayb reported from al-Zuhrī, who said: 'Urwah ibn al-Zubayr informed me that Zaynab bint Abī Salamah informed him that Umm Ḥabībah bint Abī Sufyān informed him that she said: "O Messenger of Allah, marry my sister." Then he related the ḥadīth. My father also narrated it, and the nephew of al-Zuhrī corroborated it. 'Uqayl also narrated that Umm Ḥabībah was the one who said it.⁴⁶

In addition to the aforementioned hadith, the Darul Istiqamah community interprets the marriage of Ali ibn Abi Thalib and Fatimah as evidence that a marriage contract can be valid without an explicit expression of *qabul* (consent). They argue that the contract did not include the phrase "I accept the marriage," yet it was still deemed legitimate. Moreover, the absence of any objection from

⁴⁵Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024

⁴⁶Ahmad bin Muhamad bin Hanbal bin Hilal bin Asad, Kitab Sisa Musnad Sahabat Ashar Bab Hadis Ummu Salama saw, (No. 25288)

the Prophet Muhammad (peace be upon him) is taken as further confirmation of its validity. On this basis, the Darul Istiqamah community in Sinjai Regency upholds the view that marriages conducted without an explicit qabul remain valid.⁴⁷

The marriage of Ali ibn Abi Thalib to Fatimah is reported to have taken place sometime after the Battle of Badr. Al-Bayhaqi narrates that Ali ibn Abi Thalib, recounting the circumstances of the marriage, said: “Do you know that Lady Fatimah has been proposed to?” When asked again, he replied: “She has indeed been proposed to. What prevents you from approaching the Messenger of Allah so that he may marry her to you? I possess nothing with which to marry, but if you go to him, he will marry her to you”.⁴⁸

Maulaty continued to encourage me to approach the Messenger of Allah until I finally stood before him. However, when I arrived in his presence, I was unable to speak, struck by the gravity of addressing the Messenger of Allah. When the Prophet (peace be upon him) asked, “What is the purpose of your coming?” I remained silent. Then he said, “Perhaps you have come to propose to Fatimah?” I replied, “Indeed, O Messenger of Allah.” He then asked, “Do you still have the shield, al-Huthamiyyah, which I once gave you?” I answered, “Yes, I still have it.” The Prophet then said, “If so, I will marry you to her with that as your dowry.”

Before discussing the marriage of Ali and Fatimah, it is important to emphasize that Ali did not propose to her at a time when she was already being proposed to by another candidate. This point is significant for two reasons. First, the narration indicates that Ali ibn Abi Talib (may Allah be pleased with him) was proactive in his proposal, rather than responding immediately upon hearing that someone else had expressed interest in Fatimah. Second, it aligns with the Prophet’s (peace be upon him) guidance to the Muslim community, namely that one should not propose to a woman who is already engaged to another.

It is also reported that the Prophet (peace be upon him) solemnized the marriage of Ali in the presence of his companions. He instructed Anas ibn Malik (may Allah be pleased with him) to invite Abu Bakr, Umar, Uthman, Talhah, Zubair (may Allah be pleased with them), as well as several members of the Ansar. The Prophet then delivered a sermon in which he praised Allah and elaborated on the purposes and functions of marriage, including the strengthening of kinship ties and the continuation of progeny. He then declared: “Indeed, Allah has commanded me to marry Fatimah to Ali. I bear witness that I have married Fatimah to Ali with a dowry of four hundred *mithqals* of silver, if Ali consents to it. This marriage is in accordance with the *Sunnah* and the obligatory provisions of religion. May Allah unite them, bless them with righteous offspring, make their

⁴⁷Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

⁴⁸M Quraish Shihab and Abd Syakur, *Membaca Sirah Nabi Muhammad SAW: Dalam Sorotan Al-Quran Dan Hadis-Hadis Shahih* (Jakarta: Lentera Hati, 2011), p. 597–98.

descendants a source of mercy, wisdom, and security for the people. This is my testimony, and I ask Allah for forgiveness for myself and for all who are present.

At the time of this declaration, Ali ibn Abi Thalib was absent, having been entrusted by the Prophet (peace be upon him) with another task. While those present were being served dates, Ali entered the gathering. The Prophet (peace be upon him) smiled at him and said: “*O Ali, indeed Allah has commanded me to marry you to Fatimah. I have married her to you with a dowry of four hundred mithqals of silver.*” Upon hearing this, Ali responded: “*I am pleased, O Messenger of Allah.*” He then prostrated in gratitude to Allah. This marriage took place sometime after the Battle of Badr, although, according to reliable reports, Ali and Fatimah began their life together as husband and wife in Dhu al-Hijjah of the second year after Hijrah.⁴⁹

With regard to the marriage contract (*ijab qabul*), the Darul Istiqamah community maintains that it is an essential pillar of marriage, without which a union would be invalid. However, their interpretation differs from the mainstream understanding. They regard *ijab* and *qabul* as inseparable components of a single act. Thus, even when only the *ijab* (offer) is verbally expressed, the marriage is considered valid, as the *qabul* (acceptance) is understood to be implied through the presence of the guardian and witnesses.⁵⁰ A member of the community stated that marriages conducted in this manner are simple, unencumbered, and meet both the requirements and the pillars of marriage, rendering them legally valid. Consequently, although the groom may not explicitly pronounce the words of acceptance, his consent is deemed implicit within the *ijab*.⁵¹ For this reason, the Darul Istiqamah community upholds that while *ijab qabul* remains a pillar of marriage, it is to be understood as a unified act of offer and acceptance. Accordingly, even without the explicit articulation of *qabul*, the marriage contract is still considered valid, since its meaning is already implied within the *ijab*.

This perspective contrasts with the view of Drs. Mahmud, who argues that marriages conducted within the Darul Istiqamah community differ significantly from prevailing customs as codified in the *Compilation of Islamic Law* (KHI). Article 27 of the KHI stipulates that the *ijab* and *qabul* must be clearly articulated between the guardian and the prospective groom, and that both statements must be consecutive and uninterrupted. Since this procedure is not followed in Darul Istiqamah marriages, Mahmud regards such practices as inappropriate.

⁴⁹ Shihab and Syakur, *Membaca Sirah Nabi Muhammad SAW*, p. 598-601.

⁵⁰ Interview with Ustadz Andi Ikhwan Badiu, Supervisor of Pesantren Darul Istiqamah Islamic, Sinjai Regency, June 27, 2024.

⁵¹ Interview with Burhan, a community member who held a wedding at the Pesantren Darul Istiqamah Islamic, Sinjai Regency, August 26, 2024.

Nevertheless, he acknowledges that perceptions of validity may vary according to individual interpretations.⁵²

Similarly, academic Amir Hamzah observes that marriages within the Darul Istiqamah community diverge from those practiced by the broader Muslim society. This divergence often results in public stigma, with many perceiving these marriages as invalid due to their apparent failure to fulfill one of the essential pillars of marriage, namely the *ijab-qabul* (consent). In practice, however, the *ijab-qabul* remains present, though understood as a single, continuous act extending from the proposal to the wedding ceremony and witnessed by the community.⁵³

Another academic, Fidaus, supports this interpretation. He emphasizes that marriages within the Darul Istiqamah community do not negate the *ijab-qabul* as a pillar of marriage, but rather employ a different form of its expression. Since neither the Qur'an nor Hadith explicitly prescribes the precise procedure of *ijab-qabul*, scholarly interpretations have varied. In this regard, the understanding of the Darul Istiqamah community appears to resonate with the position of Ibn Taymiyyah, who maintained that a marriage contract (*ijab-qabul*) may be performed in any language, form of words, or actions that are commonly recognized in society as signifying marriage. Likewise, the Hanafi school holds that a marriage contract is valid as long as one person has the authority of guardianship on behalf of both parties, whether that guardianship is genuine, such as through kinship, or delegated, such as through representation.⁵⁴

Referring to the marriage practice carried out at the Pesantren Darul Istiqamah, namely by delegating the guardian to the head and administrators of the Islamic Boarding School. As based on the opinion of Imam Abu Hanifa in the Ahlu Sunnah wa aljama'ah school, which allows delegating a guardian or even no guardian as long as the guardian is *sekufu*, and meets other requirements.⁵⁵ Although this practice is not common in Indonesia, which mostly follows the Imam Shafi'i school of thought, it does not conflict with Islamic law. Therefore, it is understandable that circles still refer to the basis of Islamic law, namely the Quran, hadith and the opinions of Imams of the school, in the context of understanding the hadith during the marriage of Ali ibn Abu Talib and Fatimah who came from Umm Salamah.

⁵²Interview with Drs. Mahmud, Religious Figure and Head of the Sinjai Religious Village, April 28, 2025.

⁵³Interview with Dr. Amir Hamzah M.Ag., an Academic at Ahmad Dahlan University, Sinjai, April 28, 2025.

⁵⁴Interview with Dr. Firdaus, an academic at Ahmad Dahlan University, Sinjai, April 28, 2025.

⁵⁵Muksin Nyak Umar and Rini Purnama Rini Purnama, "Persyaratan Pernikahan menurut Mazhab Hanafi," *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 2, No. 1 (2018), p. 2. Abu Bakar, et.al., "Pendapat Empat Imam Madzhab Tentang Wali Nikah Wanita," *As-Sakinah: Jurnal Hukum Islam* 1, No. 1 (2023).

Conclusion

This study reveals a unique phenomenon in the *ijab-qabul* procedure of marriage among the Pesantren Darul Istiqamah community in Sinjai Regency, which diverges from the commonly accepted practice in the Islamic law. In this tradition, the *ijab* is pronounced by the woman's guardian without a corresponding *qabul* from the groom. Nevertheless, the marriage is still regarded as valid, as the *ijab* itself is understood to embody consent, while the presence of witnesses serves as sufficient proof of the contract's acceptance. This perspective rests on the belief that there is no explicit textual evidence requiring the *qabul* as a mandatory component of the marriage contract. This practice reflects the community's flexible interpretation of the pillars of marriage, which departs from mainstream legal understandings and is instead shaped by internal religious reasoning. Their view is rooted in particular readings of *hadith* and in the absence of explicit stipulations in either the Qur'an or the *hadith* mandating the verbal pronouncement of the *qabul*. The findings illustrate how variations in religious interpretation can give rise to diverse marital practices, demonstrating that the application of Islamic law is not monolithic but is often shaped by social context and communal beliefs. By examining this unconventional practice of *ijab-qabul*, the study highlights the dynamic interaction between the interpretation of religious texts and lived social realities. The marriage practice at the Pesantren Darul Istiqamah Islamic involves appointing a guardian to represent the boarding school's leadership and administrators. Based on the opinion of Imam Abu Hanifa, within the *Ahlu Sunnah wa al-Jama'ah* school of thought, even the absence of a guardian is permissible, as long as the person is *sekufu* and meets other requirements. While this practice is uncommon in Indonesia, which predominantly follows the Shafi'i school of thought, it does not conflict with Islamic law.

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Observation and Interviews

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