

A Comparative Analysis of Ulama Opinions on the Existence of the Sighat Ta'liq Talaq in Indonesia

Ahmad Fizal¹

¹Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

*Correspondence Email: ahmadfizal10@gmail.com

ABSTRACT

This research is descriptive-analytical in nature, aiming to describe the object of study while also conducting an in-depth analysis of it. The research method used is qualitative research, specifically library research, employing a qualitative descriptive approach that focuses on theories, concepts, and ideas. This approach seeks to reveal or describe the data or theories obtained. In classical Islamic jurisprudence (fiqh), particularly within the Shafi'i school of thought, ta'liq talaq (conditional divorce) is considered a unilateral declaration by the husband that links the occurrence of divorce to a specific condition. If the husband violates the agreement, the divorce is deemed to take effect automatically—without the wife's consent or a ruling from the religious court. However, in practice, this can lead to legal uncertainty and the potential for abuse. In contrast, under the Compilation of Islamic Law (KHI) as applied in Indonesia, ta'liq talaq is more formally and procedurally regulated. Article 45 of the KHI states that ta'liq talaq may be established as a valid marital agreement, but its declaration is not mandatory. If it is declared, it must be recorded in the marriage certificate and signed by the husband as authentic evidence. A violation of this conditional divorce agreement can only be used as a ground for divorce if submitted through a formal divorce application to the Religious Court, and the resulting divorce is not automatically considered a triple divorce (talaq tiga). According to a dictionary of fiqh terms, ta'liq talaq is defined as "making the occurrence of divorce dependent on a particular condition—thus, the divorce becomes effective when the condition is met." Meanwhile, the Compilation of Islamic Law defines ta'liq talaq as a marital agreement declared by the groom after the marriage contract, included in the marriage certificate, which contains a promise of divorce contingent on the occurrence of a certain condition in the future. The form of ta'liq talaq in Indonesia—its structure and the conditions for its establishment—differs from the concept of ta'liq talaq found in classical fiqh literature. Its content is no longer a threat from the husband to the wife, but rather a promise by the husband to treat his wife well and live with her in accordance with *mu'āsharah bi al-ma'rūf* (kind and proper companionship) as prescribed by Islamic law. Therefore, in this study, the author will describe various scholarly opinions regarding the legal status and interpretation of ta'liq talaq within the framework of Islamic jurisprudence.

Keywords: Ta'liq Talaq, Islamic Jurisprudence, Compilation of Islamic Law.

ABSTRAK

Penelitian ini bersifat deskriptif-analisis, yaitu berupaya menggambarkan apa yang menjadi obyek penelitian, sekaligus melakukan analisis mendalam tentang obyek yang diteliti. Adapun metode penelitian yang digunakan adalah penelitian kualitatif dengan jenis penelitian kepustakaan (library research) dengan pendekatan deskriptif

kualitatif, yang berupa teori, konsep, dan ide. Pendekatan deskriptif kualitatif, bertujuan mengungkapkan atau mendeskripsikan data atau teori yang telah diperoleh. Dalam fiqh klasik, khususnya mazhab Syafi'i, taklik talak dianggap sebagai pernyataan sepihak dari suami yang mengaitkan jatuhnya talak pada kondisi tertentu. Jika suami melanggar perjanjian tersebut, maka talak dapat jatuh dengan sendirinya tanpa perlu persetujuan istri atau keputusan dari pengadilan agama. Namun, dalam praktiknya, hal ini dapat menimbulkan ketidakpastian hukum dan potensi penyalahgunaan. Sebaliknya, dalam KHI yang berlaku di Indonesia, taklik talak diatur secara lebih formal dan prosedural. Pasal 45 KHI menyatakan bahwa taklik talak dapat dijadikan sebagai perjanjian perkawinan yang sah, namun tidak wajib diucapkan. Jika taklik talak diucapkan, maka harus dicatatkan dalam buku nikah dan ditandatangani oleh suami sebagai bukti autentik. Pelanggaran terhadap taklik talak hanya dapat dijadikan alasan perceraian jika diajukan melalui permohonan cerai ke Pengadilan Agama, dan talak yang dijatuhkan tidak otomatis menjadi talak tiga. Kamus istilah fikih menyebutkan, taklik talak adalah menggantungkan jatuhnya talak atas suatu hal, maka talak jatuh bila hal itu terjadi. Sedangkan dalam Kompilasi Hukum Islam, taklik talak adalah perjanjian yang diucapkan calon mempelai pria setelah akad nikah yang dicantumkan dalam akta nikah yang berupa janji talak yang digantungkan pada suatu keadaan tertentu yang mungkin terjadi dimasa yang akan datang. Sighat taklik talak di Indonesia, baik dari segi bentuk, syarat dibuatnya, berbeda dengan konsep sighat taklik talak yang ada dalam kita-kitab fiqh klasik. Isinya bukan lagi merupakan ancaman suami terhadap isteri, namun berupa janji suami untuk berbuat baik dan mempergaulinya dengan mu'asyarah bi al ma'ruf sesuai dengan syariat Islam. Maka dalam hal ini penulis akan mendeskripsikan beberapa pendapat ulama dalam menyikapi Sighat Taklik Talak dalam ranah hukum Fikih.

Kata Kunci: Taklik talak, Hukum Fikih, Kompilasi Hukum Islam.

INTRODUCTION

Marriage is a sacred contract between a man and a woman aimed at forming a happy family. To carry out a valid marriage, it must fulfill certain pillars (rukun) and conditions. One of the essential pillars of marriage is the offer and acceptance (ijab and qabul), which is carried out by the guardian (wali) of the bride and the groom. Through this verbal exchange, the marriage is legally binding. This is then followed by the recitation of the Sighat Ta'liq Talaq.

In the context of Indonesian law, Ta'liq Talaq is defined as a contract in which the husband suspends the occurrence of a divorce upon his wife, contingent on the condition that he violates one or more provisions stated in the agreement.

The institution of Ta'liq Talaq has existed in Indonesia for a long time. In reality, until today, almost every Islamic marriage ceremony in Indonesia is accompanied by the recitation of the Sighat Ta'liq Talaq by the husband. Although it is voluntary by nature, in practice it seems as if the recitation of the Ta'liq Talaq has become a mandatory ritual for husbands.

Based on the Circular of the Ministry of Religious Affairs No. 3 of 1953, local officials were advised to ensure that the Ta'liq Talaq is read during marriage ceremonies. Ta'liq Talaq constitutes a declaration of divorce or separation in accordance with a vow made during marriage. Under Indonesian law, Ta'liq Talaq is understood as a promise declared by the groom after the marriage contract (akad

nikah), and recorded in the marriage certificate. It is a conditional divorce statement that will take effect if a particular condition occurs in the future.

In classical fiqh, the husband may declare Ta'liq Talaq verbally and it is considered valid. However, according to the Compilation of Islamic Law (KHI), this marital agreement is only valid if declared and signed by the husband after the marriage ceremony, using the official sighat (formula) prescribed by the Minister of Religious Affairs, and recorded in the marriage certificate.

The articles concerning marriage in the KHI, which take up nearly two-thirds of its content, have raised various issues—one of which is the controversy surrounding the Ta'liq Talaq, which appears to be a mandatory declaration for every groom after the akad.

It is indeed peculiar: just after becoming a husband, the groom is immediately required to pronounce a statement that potentially results in a divorce (talaq) upon fulfilling certain conditions. If the stipulated condition does occur, the divorce becomes effective.

Even more concerning is the fact that marriage registration officers from the Office of Religious Affairs (KUA) often do not fully understand the essence of the Sighat Ta'liq Talaq and its consequences in Islamic law. Naturally, many grooms are even more unaware of its legal implications. When handed a piece of paper and instructed to read it aloud, they do so without hesitation—without knowing its contents or considering its consequences.

The contents of the Sighat Ta'liq Talaq typically read as follows:

“After the marriage contract, I (the groom) solemnly pledge that I will treat my wife (the bride) kindly (mu'asyarah bil ma'ruf) according to Islamic teachings. I hereby declare the following Sighat Ta'liq to my wife:

If I: Leave my wife for two consecutive years; Fail to provide her with the obligatory maintenance for three months; Physically abuse her; or Neglect her for six months or more—and due to such actions my wife is not pleased and files a lawsuit in the Religious Court, and if the court accepts her claim and she pays Rp 10,000 (ten thousand rupiah) as iwadl (compensation) to me, then one talaq (divorce) shall fall upon her. I authorize the court to receive the iwadl money and transfer it to the local Badan Amil Zakat Nasional (National Zakat Agency) for religious and social purposes.”

The Sighat Ta'liq Talaq is a special policy established by the Government of the Republic of Indonesia, as stipulated in the Circular of the Ministry of Religious Affairs No. 3 of 1953. The full formulation of the Sighat Ta'liq Talaq is regulated under Minister of Religious Affairs Regulation No. 2 of 1990. The Sighat Ta'liq Talaq can also be found in the official marriage book issued by the KUA.

METHODS

This study employs a library research method, using secondary data derived from three types of legal materials:

1. Primary legal materials, which include the Compilation of Islamic Law (Kompilasi Hukum Islam) and the Regulation of the Minister of Religious Affairs No. 3 of 1975 concerning the Duties of Marriage Officials and the Working Procedures of the Religious Courts in Implementing Marriage Laws for Muslims.
2. Secondary legal materials, which consist of classical Islamic jurisprudence books (fiqh), the opinions of scholars and schools of thought (mazhab) regarding Ta'liq Talaq, as well as relevant literature related to the topic of discussion.

3. Tertiary legal materials, such as dictionaries, encyclopedias, and other reference sources. This research adopts a juridical approach (statutory approach) and a conceptual approach. The processing of legal materials is conducted inductively, followed by a descriptive analysis of the available legal data. Subsequently, a comprehensive analysis is carried out to understand the relationship between various legal aspects and how they interrelate, leading to a holistic understanding of the main issues. The inductive method used in this research aims to present a complete and structured outcome.

RESULTS AND DISCUSSION

Definition of Ta'liq Talaq in Marriage

Marriage is a contract (akad) that legalizes the intimate relationship between a man and a woman through the bond of husband and wife. It also defines and restricts the rights and obligations between a man and a woman who are not mahram to each other.

In the Indonesian language, the term perkawinan (marriage) originates from the word kawin, which linguistically means to form a family with the opposite sex or to engage in sexual intercourse. Marriage is also referred to as pernikahan, derived from the Arabic word nikah (نكاح), which literally means to gather, to insert mutually, and is also used to refer to sexual relations.

Syamsyuddin ar-Ramli defines it as follows:

النكاح شرعاً هو عقدٌ يتضمن إباحة وطءٍ بلفظ إنكاح أو تزويج، على وجه مخصوص،

يقصد به إنشاء أسرة مستقرة ومودة ورحمة بين الزوجين

"Marriage (nikah) in Islamic law is defined as a contract that permits sexual relations through the explicit use of the words "inkāh" or "tazwīj", conducted in a specific manner, with the purpose of establishing a stable family based on affection (mawaddah) and compassion (rahmah) between the spouses."

Marriage is a sacred contract between a man and a woman to form a happy family. For a marriage to be valid, it must meet its pillars and legal conditions. One of the pillars of marriage is the offer and acceptance (ijab and qabul), delivered by the bride's guardian and the groom. Through these words, the couple is legally bound in marriage. This is then followed by the recitation of the Sighat Ta'liq Talaq.

In Indonesian law, ta'liq talaq is defined as a contract in which a husband suspends the occurrence of divorce on his wife, contingent upon his violation of one or all of the terms stated in the ta'liq agreement.

The institution of ta'liq talaq has existed in Indonesia since ancient times. Even today, nearly every Islamic marriage ceremony in Indonesia is followed by the recitation of the Sighat Ta'liq Talaq by the husband. Though voluntary, in practice it has become a customary obligation.

According to the Ministry of Religious Affairs Circular No. 3 of 1953, regional officials were encouraged to ensure the recitation of ta'liq talaq is included in marriage ceremonies. Ta'liq talaq declares the occurrence of divorce or separation in accordance with the vow made. Under Indonesian law, ta'liq talaq is a statement made by the groom after the marriage contract, recorded in the marriage certificate, which contains a promised divorce tied to a specific condition that may occur in the future.

In classical fiqh, a husband can declare ta'liq talaq verbally and it is considered valid. However, under the Compilation of Islamic Law (KHI), this marital agreement is only valid if it is declared and signed by the husband after the akad and officially recorded using the formula specified by the Minister of Religious Affairs.

The articles on marriage in the KHI—comprising almost two-thirds of its content—have generated numerous controversies, one of which is the perceived obligation for every groom to recite ta'liq talaq after the akad.

It seems odd: just after becoming a husband, the groom is immediately required to pronounce a conditional divorce. And if the stipulated condition occurs, the divorce becomes effective.

Worse, many marriage registration officers at the Office of Religious Affairs (KUA) do not fully understand the essence and legal implications of the Sighat Ta'liq Talaq. It's understandable that many grooms remain unaware of its legal consequences. When handed a piece of paper and asked to read aloud, they do so—without comprehending the content or its implications.

Typically, the Sighat reads:

"After the akad, I (the groom) sincerely promise that I will treat my wife (the bride) well (mu'asyarah bil ma'ruf) according to Islamic teachings. I declare this Sighat Ta'liq:

If I: leave my wife for two consecutive years; fail to pay her obligatory maintenance for three months; physically harm her; or neglect her for six months or more—and because of these actions my wife objects and files suit in Religious Court; if the court accepts her claim and she pays Rp 10,000 as iwadah (compensation) to me, then one talaq shall be issued. I authorize the court to receive the iwadah, which will be handed over to the local National Zakat Agency for social and religious purposes."

The Sighat Ta'liq Talaq is a specific policy instituted by the Government of Indonesia, regulated by Ministry of Religious Affairs Circular No. 3 of 1953 and later detailed in Ministerial Regulation No. 2 of 1990. The sighat is also included within the official marriage book printed by the KUA.

The Perspective of Islamic Jurisprudence (Fiqh) on the Pronouncement of Ta'liq Talaq in Marriage.

Scholars have differed in their views regarding the issue of contractual agreements (in marriage).

The First Group:

وفاء بالوعد مستحب ولو ترك الوفاء به فاته الفضل، وارتکب المکروه کراهة تنزیھیة شدیدة،

لکن لا یأثم وبه قال جمهور الفقهاء الحنفیة إذا لم یکن معلقا، وبعض المالکیة، والشافعیة

"Fulfilling a promise is considered sunnah (recommended). Therefore, if a person fails to fulfill it, they lose the virtue (reward) and have committed a makruh tanzih (mildly discouraged) act that is highly disliked, though it does not amount to a sin."

This opinion is supported by the majority of scholars from the Hanafi school, and by some scholars from the Maliki and Shafi'i schools."

Evidence of the First Group:

روي عن زيد بن أرقام، قال رسول الله : إذا وَعَدَ الرَّجُلُ أَخاه وَمِنْ نِسَّتِهِ أَنْ يَفِي لَهُ فَلَمْ يَفِي
وَلَمْ يَجِدْ لِلْمِيعَادِ فَلَا إِثْمَ عَلَيْهِ

The first group of scholars bases their opinion on the hadith narrated by Zayd ibn Arqam, in which the Prophet Muhammad (peace be upon him) said:

"If a man makes a promise to his brother with the intention of fulfilling it but does not do so and does not come at the appointed time, then there is no sin upon him."

This hadith indicates that fulfilling a promise is recommended (sunnah) but not obligatory. Failing to fulfill it does not incur sin, as long as the intention was sincere at the time the promise was made.

This view is supported by the majority of scholars from the Hanafi school, as well as some scholars from the Maliki and Shafi'i schools. They argue that while keeping promises is encouraged and reflects good character, breaking a promise without harmful consequences or deceit does not constitute a sinful act, though it is considered makruh tanzih (discouraged but not sinful).

Second Group:

وجوب الوفاء بالوعد إذا ارتبط بسبب دخول الموعود في السبب، أما إذا لم يباشر الموعود
السبب فلا شيء على الواعد

"The obligation to fulfill a promise applies if the promise is linked to a cause and the promisor has engaged in that cause. However, if the promisor does not directly engage in the cause, then there is no obligation on the one who made the promise."

This opinion is supported by scholars from the Maliki school (considered the preferred and most widely accepted view).

Evidence for the second group:

كُبُرَ مَفْتَأِا عِنْدَ اللَّهِ أَنْ تَقُولُوا مَا لَا تَفْعَلُونَ

"Great is the hatred in the sight of Allah that you say what you do not do."

(Surah As-Saff, verse 3)

Third Group:

وجوب الوفاء بالوعد قضاء إذا ارتبط الوعد بسبب، سواء دخل الموعود في السبب أو لم
يدخل في السبب

"The obligation to fulfill a promise judicially (qadha') applies when the promise is tied to a specific cause, regardless of whether the recipient of the promise is involved in that cause or not."

This opinion is supported by:

A minority of scholars from the Maliki school.

Legal Maxim (Qawa'id al-Fiqhiyyah):

بأن ذكر السبب مرتبط بالوعد يتأكد به العزم على الدفع

"The mention of a reason related to the promise reinforces the determination to fulfill it."

This principle implies that when someone includes a reason or cause while making a promise, it reflects a strong intent or determination to keep the promise. Such a condition can serve as a foundation for reinforcing the moral or legal obligation to fulfill that promise.

Fourth Group:

الوفاء بالوعد واجب إلا لعذر

"Fulfilling a promise is obligatory, except if there is a valid excuse."

This statement means that, in general, keeping a promise is a duty. However, if someone has a legitimate excuse (such as illness, unavoidable obstacles, or emergencies), then the obligation may be lifted or forgiven.

This opinion is supported by: some scholars of the Maliki school (such as Ibn al-'Arabi), Umar ibn Abdul Aziz, Ibn Shubruma, and Imam al-Ghazali from the Shafi'i school.

Evidence from the fourth group:

Hadith:

The Messenger of Allah ﷺ said:

قال رسول الله ﷺ:

"آية المنافق ثلاث: إذا حدث كذب، وإذا وعد أخلف، وإذا اؤتمن خان"

رواه البخاري (رقم 33)، ومسلم (رقم 59).

"The signs of a hypocrite are three: when he speaks, he lies; when he makes a promise, he breaks it; and when he is entrusted, he betrays the trust."

— Narrated by Bukhari (Hadith no. 33) and Muslim (Hadith no. 59)

This hadith serves as a strong warning to avoid hypocritical traits in daily behavior, even if they do not amount to hypocrisy in belief ('aqidah).

After Tarjih: The author chooses the first opinion, which states that fulfilling a promise is sunnah (recommended), and neglecting it is makruh (discouraged but not sinful).

In legislation concerning taklik talak (conditional divorce) is also regulated in the Compilation of Islamic Law (Kompilasi Hukum Islam/KHI) and the Regulation of the Minister of Religious Affairs No. 2 of 1990.

In the KHI, taklik talak is regulated in Chapter VII on Marriage Agreements, specifically in Articles 45 and 46:

Article 45

Prospective spouses may make a marriage agreement in the form of: (1) Taklik Talak, and (2) Other agreements that do not contradict Islamic Law.

Article 46

The contents of taklik talak must not contradict Islamic Law.

If the condition stated in the taklik talak is truly fulfilled, divorce does not automatically take place. For the divorce to be legally recognized, the wife must submit the case to the Religious Court.

The taklik talak agreement is not a compulsory agreement in every marriage. However, once the taklik talak is agreed upon, it cannot be revoked as it is binding.

Meanwhile, in the Regulation of the Minister of Religious Affairs No. 2 of 1990, taklik talak is governed in Chapter III on Marriage Examination, under Articles 11 and 24:

Article 11

The prospective bride and groom may enter into an agreement as long as it does not contradict Islamic Law and prevailing laws and regulations.

The agreement as referred to in paragraph (1) must be made in four copies on stamped paper, in accordance with applicable regulations. The first copy is for the

husband, the second for the wife, the third for the Marriage Registrar (PPN), and the fourth for the Court.

An agreement in the form of taklik talak is considered valid if it is read and signed by the husband after the marriage contract is conducted.

The sighat taklik talak is determined by the Minister of Religious Affairs.

The presence or absence of the agreement as referred to in paragraphs (1) and (3) must be recorded in the marriage examination register.

Article 24

If during the marriage examination the bride and groom have agreed to the taklik talak as referred to in Article 11 paragraph (3), then the husband shall read and sign the taklik talak after the marriage contract is performed.

If during the marriage ceremony the husband delegates the acceptance (qabul) to another person, then the taklik talak must be read and signed by the husband at another time before the PPN/assistant PPN of the place where the marriage took place or the PPN of his residence.

In principle, reciting the sighat taklik talak is not mandatory, as it is done voluntarily. However, once the taklik talak agreement has been made, it cannot be revoked because it is binding. The consequence of taklik talak is that if the condition stated in the sighat taklik talak is truly met in the future, divorce automatically takes place, with the requirement that the wife pays an iwadh (compensation).

Legally, based on Regulation No. 2 of 1990, it is stated that for a taklik talak agreement to be valid, the husband must sign the sighat taklik that he has recited after the marriage contract. This implies that both the recitation and signing of the taklik talak agreement are cumulatively required. In substance, taklik talak is a voluntary agreement between husband and wife, and its existence is determined solely by the parties involved, with the aim of ensuring fairness for both sides.

Based on legal facts, the sighat taklik talak as determined by the Minister of Religious Affairs in Regulation No. 2 of 1990 includes at least the following 10 elements:

1. The husband leaves the wife for two consecutive years; or
2. The husband fails to provide the obligatory support for three months; or
3. The husband physically abuses the wife; or
4. The husband neglects the wife for six months;
5. The wife is not willing (with the situation);
6. The wife files a complaint to the court;
7. The complaint is accepted by the Religious Court;
8. The wife pays an iwadh;
9. One divorce (talak satu) falls from the husband to the wife;
10. The iwadh money paid by the husband is submitted to the court to be handed over to a third party for social charity purposes.

Terminologically, taklik talak, as explained by Wahbah al-Zuhaili in his book *Usul al-Fiqh al-Islami*, is defined as: "A series of statements whose realization may occur in the future using conditional terms such as if, when, whenever, etc., such as a husband's statement to his wife: 'If you enter so-and-so's house, then you are divorced.'"

According to Wahbah al-Zuhaili, taklik talak is a statement whose fulfillment may take place in the future, conditional upon certain terms or events, such as speech, action, or specific time. This is intended to prevent arbitrary behavior by the husband. Taklik talak is made after the marriage contract, either immediately or at another time. Through taklik talak, the husband makes his divorce conditional on an agreement he has approved. If the agreement is violated, divorce automatically occurs.

Abu Zahra states that the taklik talak agreement, in the terminology of Islamic jurisprudence, is a legal contract undertaken by two or more parties who mutually intend to bind themselves.

“There is no direct basis in the Qur'an or Hadith that explains taklik talak.” In this regard, Wahbah al-Zuhaili opines that labeling taklik talak as an oath is merely figurative (majaz), in terms of its function as a commitment before Allah SWT.

The discussion on taklik talak as grounds for divorce has been addressed by classical scholars (fuqaha) in various books of fiqh, and they differ in opinion regarding it. This difference continues to influence the development of Islamic law to this day. Among those who permit it, there are two views: some permit it absolutely, allowing all forms of sighat taklik, whether conditional (syarthi) or oath-like (qasami); while others only permit sighat taklik that is conditional (syarthi) and in line with the objectives of shari'a.

CONCLUSIONS

Taklik Talak is a husband's agreement that links a divorce (talak) to a specific condition in the future. In Indonesia, although it is formally voluntary, the recitation of Taklik Talak after the marriage contract (akad nikah) is often treated as if it were mandatory. According to the Ministry of Religious Affairs Circular No. 3 of 1953, the recommendation to recite the Taklik Talak is included in the marriage certificate. In Islamic jurisprudence (fiqh), a verbal pronouncement is sufficient, but under the Compilation of Islamic Law (Kompilasi Hukum Islam/KHI), it must be both recited and signed by the husband after the marriage ceremony. Its presence has sparked controversy due to its seemingly obligatory nature.

The sighat (formulation) of Taklik Talak is a husband's declaration made after the marriage contract, which includes specific conditions. If these conditions are violated and the wife files a claim in the Religious Court, and the claim is granted, a single revocable divorce (talak raj'i) is considered to have taken place. Though voluntary in principle, its implementation at the Office of Religious Affairs (KUA) is often treated as mandatory, frequently without thorough understanding by either the officials or the groom. This regulation is based on the Ministry of Religious Affairs Circular No. 3/1953 and Ministerial Decree No. 2/1990, and it is recorded in the marriage booklet.

Looking at the definitions provided by several scholars, the Sighat Taklik Talak falls within the category of agreements. Therefore, in Islamic jurisprudence, scholars differ in their opinions regarding the ruling on fulfilling a promise:

First Group: Fulfilling a promise is recommended (sunnah). If not fulfilled, it is only mildly disliked (makruh tanzih) and not sinful. This opinion is supported by the majority of Hanafi scholars and parts of the Maliki and Shafi'i schools. Second Group: Fulfilling a promise is obligatory (wajib) if it is linked to a specific cause and the recipient of the promise is involved in that cause. This is the predominant opinion in the Maliki school. Third Group: Fulfilling a promise is obligatory due to the cause itself, even if the recipient is not involved. Supported by a minority of Maliki scholars. Fourth Group: Fulfilling a promise is obligatory unless there is a valid excuse. Supported by scholars such as Ibn Arabi, Umar bin Abdul Aziz, Imam al-Ghazali, and others.

Thus, there are varying levels of obligation in fulfilling a promise, ranging from being recommended (sunnah) to absolutely obligatory (wajib), depending on the context and reasoning. Following a discussion (munaqasyah) and after reviewing various sources including definitions, evidences, and practical application, the author

concludes that the strongest opinion (rajih) is the first opinion, which states that fulfilling a promise is recommended (sunnah), and neglecting it is merely disliked (makruh), not sinful.

REFERENCES

Abdul Wahab Khalaf, Ilmu Ushul al-Fiqhi (Kairo: Dar al-Ma'arif, 1997)

Jalaluddin al-Suyuthi, Asybah wa al-Naza'ir, Juz 2 (Riyad: Mamlakah, 1997)

Khathib al-Syarbini, Mughni al-Muhtaj, Juz 4, (Bairut: Dar al-Kutb al-Ilmiyyah, 2000)

Mahmoud Syalthout, Perbandingan Mazhab dan Masalah Fiqh, (Jakarta: Bulan Bintang, 2018)

Muhamad Abu Zahrah, Ushul Fiqih, (Jakarta : Pustaka Firdaus, 2011)

Muhammad Abu Zahrah, al-Ahwal al-Syakhshiyah, (Madinah: Dar al-Fikr al Arabi)

Muslim, Shahih Muslim, Hadist ke 2634 (Beirut: Dar Fikr)

Said Ramadhan al-Buthi, Dhawabit al-Maslahah fi al-Syari'ah al-Islamiyah, (Beirut, Mussah ar-Risalah, 1997)

Wahbah al-Zuhaili, al-Fiqh al-Islama wa Adillatuh, (Damaskus: Dar al-Fikr, 1985)

Al-Bakri, Abu Bakr bin Muhammad Syatha. I'ānatuth Thālibīn 'alā Halli Alfādz Fathil Mu'īn, cet. ke-2. Beirut: Dār al-Fikr, 2003.

Ahmad Azhar Basyir, Hukum Perkawinan Islam (Yogyakarta: UII-Press, 2000).

Abdul Manan, Penerapan Hukum Acara Perdata di Lingkungan Peradilan Agama (Jakarta: Yayasan Al Hikmah, 2000), hal 260 – 261.

Al-Ghazali, Abu Hamid Muhammad bin Muhammad. Iḥyā' 'Ulūm ad-Dīn. Beirut: Dār al-Fikr, t.t.

An-Nawawi, Yahya bin Sharaf. Minhāj al-Tālibīn. Beirut: Dār al-Fikr, t.t.

Ar-Ramlī, Shamsuddīn Muhammad bin Ahmad. Nihāyat al-Muhtāj ilā Sharḥ al-Minhāj. Beirut: Dār al-Fikr, t.t.

Kamal Muchtar, Asas asas hukum Islam tentang Perkawinan (Jakarta: Bulan Bintang), hal 207.

Noeh, Zaini Ahmad, 1997. "Pembacaan Sighat Taklik Talak Sesudah Akad Nikah", Jurnal Mimbar Hukum. No. 30, th. VIII.

Beni ahmad Saebani, Fiqh Munaqahat 1 (Bandung: CV. Pustaka Setia, 2001) hal 9.

Abdul Rahman Ghazali, Fiqh Munakahat (Jakarta: Kencana, 2008), hal 7.

Abu Syuja', Ahmad bin Husain. Fathul Qarib al-Mujib 'ala Matn al-Taqrīb. Beirut: Dār al-Fikr, t.t.