International Family Law: A Survey of Middle Eastern Family Law in American Courts

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Marriage and divorce are no longer local affairs.

An Egyptian man might meet an English woman while on vacation in France and they might marry in Morocco, only to settle in New York City.

With multiple residences and children, the couple's assets may be spread around the world. If the relationship sours, dissolution of the marriage could test the laws of several countries.
Today we will start with a brief introduction to the family laws of several Middle Eastern countries, followed by a survey of cases from around the country in the US:

- Muslim marriage contracts
- Validity of foreign marriages
- Recognition of foreign divorces & custody decrees
- Conflict of laws
- International jurisdiction in divorce and custody matters
- Religious marriages, religious divorces and religious rearing issues, and related topics.
International Family Law

Like in the United States and Europe where the lineage of our family law is traced to canon law, Middle Eastern countries traces its lineage to Islamic family law, Jewish family law and Canon family law.
In most Middle Eastern countries there is no civil marriage; all marriages are religious whether a couple is Muslim, Christian or Jewish.
The countries included in the definition of the Middle East is not settled. The Middle East has included the following states of territories:

- Turkey, Cyprus, Syria, Lebanon, Iraq, Iran, Israel, Palestine, Jordan, Egypt, Sudan, Libya, Saudi Arabia, Kuwait, Yemen, Oman, Bahrain, Qatar, United Arab Emirates, Tunisia, Algeria, and Morocco.
- Some even include Afghanistan and Pakistan.
Family law (marriage, divorce, inheritance, custody) in the majority of the countries included in the Middle East is religion-based. The law governing a family dispute in this region is either Islamic law, canon law, or Jewish law.
Case Study: Middle Eastern Family Law

- These religious courts or religious legal codes – Christian, Muslim, and Jewish – have exclusive jurisdiction or exclusive applicable law, over personal status matters, that is, marriage, divorce, custody, and inheritance.
Case Study: Christian Law in Middle Eastern Family Law

Ex. Egypt and Jordan:

> Egyptian and Jordanian law recognizes many religious communities, including, but not limited to Roman Orthodox, Roman Catholic, Armenian Catholic, Latin Catholic, Anglican, and Coptic Orthodox.
The sources for Orthodox Christian custody law are the following:

- The New Testament
- Ecclesiastical Decisions
- Custom
- The Jordanian Constitution
The Catholic court has subject matter jurisdiction to hear cases involving the six Catholic churches in Syria:

- Greek Melkies
- Maronites
- Armenian Catholics
- Syriac Catholics
- Latins
- Chaldean Catholics
Christian Court System

There is a first instance court in every diocese. The court of appeal is in Damascus. In special circumstances, the Vatican Rota Court in Roma can hear appeals from decisions of the Catholic appeal courts.
The Eastern Church’s Code of Cannons Defines Marriage:

By the marriage covenant (ahd al zawaj), founded by the Creator and ordered by His law, a man and woman by irrevocable personal consent establish between themselves a partnership of the whole of life;

this covenant is by its very nature ordered to the good of the spouses and to the procreation and education of the children.
The marriage is described as “indissolubility.”

Other than annulment, you have legal separation in the event of adultery, mental or physical danger.

But separation does not dissolve the marriage.
According to Catholic doctrine a marriage cannot be dissolved. A marriage is a sacrament and permanent.

The Church permits annulment of marriage, i.e. the marriage was null and void from inception.

So the word talaq – divorce – in Arabic is never used in the Ecclesiastical courts.
Religious Conflict of Laws

Historically, the established churches in Jordan did not permit inter-marriage between different Christian denominations. Inter-marriage between different denominations constituted a legal impediment to marriage.
Currently, a marriage between an Orthodox Christian and another Christian is acceptable under two conditions:

- The non-Orthodox must obtain authorization from his/her Church that he/she agrees to that Orthodox law shall govern in the event of any dispute. Article 121 of the Byzantine Family Law; and

- The parties agree to raise the children in the Orthodox religion. Article 122 of the Byzantine Family Law.
The rights and privileges arising from the marriage contract according to Orthodox law, to name a few, are:
Orthodox Christian Marriage

› Husband provide marital residence for wife and she has to reside there;
› Cooperation and good treatment of each other as God has created Eve specifically for males and has compared their union as the union of the church with Jesus Christ;
› Marital fidelity;
› Husband to provide financially for the wife unless she is a disobedient wife (Article 129 of the Byzantine Family Law);
› Right to inheritance;
Byzantine Law does not recognize marital assets. The party’s finances are separate.

Article 138 of Byzantine Law specifically provides in relevant part, “Each party is free to dispose of and utilize their own assets and money as they wish unless otherwise agreed by the parties or stated by the law.”
Husband’s Grounds for Divorce

- Byzantine Law provides the reasons that authorize the husband to request divorce:
Husband’s Grounds for Divorce

› If wife was not a virgin on the wedding night;
› Wife intentionally avoids or terminates her pregnancy;
› Wife goes out with a male to eat or bathe;
› Wife sleeps out of the home against her husband’s will, unless if the husband threw her out for no just cause;
› If the wife goes to parties, including races, acting, hunting, without her husband’s knowledge and permission;
› If the wife committed adultery and the husband proves adultery; or
› Finally, if the religious court ruled that the wife needs to obey her husband and follow him to the marital residence and she refuses to go there and she did not object to the court’s ruling and she stays three years away from the marital residence, the husband is entitled to the divorce.
Wife’s Grounds for Divorce

Article 249 of the Byzantine Law allows the wife to obtain a divorce under the following circumstances:

› Impotence of the husband;
› The husband attempts to have his wife commit adultery with other men;
› If the husband alleges that the wife committed adultery and is unable to prove it;
› Abandonment for three consecutive years;
› Husband’s having another woman or mistress.
Mutual Grounds for Divorce

Both parties have the right to ask for divorce under Article 250 of the Byzantine Law based on either of the parties:

› Is mad;
› Joined a seminary;
› Conspiracy against the state;
› Conspiracy to murder the other party;
› Criminal conviction of either party;
› Differences of religion: if either party adopted a different religion or changed his/her religion from the date of the marriage.
Fault factor in awarding child custody

- Article 244 provides in relevant part: “In case of divorce, the children remain in the company of the innocent spouse.”
Jewish Law:

- The Jewish community in Egypt is governed by a code of Jewish family law.
Article 23 of the Egyptian Jewish Family Code provides that the age of marriage for a boy is 13 years old and for a girl is 12.5 years old.
Article 76 provides that the income earned by wife belongs to the husband, as long as husband is taking care of his financial obligations to the wife.
Divorce exclusively the right for the Husband

Article 324 provides that divorce is in the hand of the husband only.
Article 337 provides that only religious divorce will work. No civil divorce will work.
Roman Orthodox marriage for a girl is 15 years old

Syriac Orthodox marriage age for a girl is 12 years of age
Sharī‘ah
What is Sharī‘ah?

- More than “law” in the prescriptive sense
- Methodology and process of ascertaining divine meaning.
- A legal system based on the general principles contained in the Qur’an and Sunna.
Sharīʿah
What is Sharīʿah?

Sharīʿah is the moral and legal anchor of a Muslim's total existence.
What is Sharia

Everything from the way Muslims marry and dissolve their marriages, to the way they eat, to how they treat animals and protect the environment, to the way they conduct commercial trade, and to the way their estate must be distributed at death, is governed by Shari‘ah.
What is Sharia?

Whether a commercial transaction or a divorce settlement or one's relationship with parents, the elderly and children is governed by the same degree of honesty, good faith, an eye to fairness, social responsibility, and equity - an ethical life seeking to please God.
Is Sharia the law of the land in Muslim Countries?

- Although the emergence of the nation-state did away with the pre-modern methodology of Sharia, its current manifestations is a source of legislation in many Muslim countries.
The two primary sources of Islamic law are (1) the Quran; and (2) the Sunna.
Quran

- The Quran is the Muslim’s Holy Scripture. It is a compilation of revelations - the Word of God - received by the Prophet Mohammad beginning in 610 A.D.
The Sunna is essentially the prophetic example embodied in the sayings, conduct and traditions of the Prophet.
Secondary Sources

- There are two secondary sources of Islamic law:
  - qiyas (reasoning by analogy)
  - ijma (consensus of the jurists and sometimes the community).

There are other sources of Islamic law of less significance such as:
- istihsan (juristic preference)
- istislah (public interest as a source of law)
- darura (necessity)
- urf (custom).
A Muslim jurist would first rely on the primary sources to reach a legal opinion or ruling on a particular matter.

If no express provision in the Quran or Sunna applied to the issue, the Muslim jurist would then turn to the secondary sources for guidance.

The process of analytical legal reasoning that is utilized to deduce or derive the law from the primary sources is called *ijtihad*. *Ijtihad* is the process through which the secondary sources are utilized.

*Ijtihad* literally means to exert, strive and/or endeavor.

A jurist would utilize *ijtihad* by engaging and exerting his independent intellectual faculties/reasoning based on the express scriptures and/or spirit of the scriptures to reach a legal or theological ruling.
When an issue arose that was not expressly addressed in the foundational texts, or the foundational texts were subject to varying interpretations, a methodology to utilize the foundational texts and the sanctioned interpretive tools evolved into a sophisticated jurisprudential system.

Without an ecclesiastical hierarchy in Sunni Islam, there was no institutional monopoly over divine truth or divine intent by any scholar.

This environment fostered and actually encouraged different interpretations of the law.
This process of acceptance of different interpretations developed into full-fledged Schools of Law – madhaheb.

It is believed that dozens or even hundreds of different scholars established their own Schools of Law with students and followers.

Over time and by the 11-12th century, these schools went through a process of consolidation and/or extinction - due to objective political, social, economic and intellectual factors – which led to only four surviving schools in Sunni law – Hanafi, Maliki, Shafii and Hanbali.
Marriage is defined as a compassionate peaceful relationship, based on gender equity, requiring couples to consult each other for joint decision-making.
Marriage is a civil contract

- Marriage is a civil contract
  - Requires bride and groom to reach majority - current law
  - Steps are an offer, acceptance, signing the marriage contract w/ 2 witnesses, publicizing the marriage

- Non-Civil Marriage / Religious Marriage
  - When a couple signs an Islamic Marriage Contract without registering for a civil marriage license.
  - Rights are best protected w/ civil marriage license
Marriage
Marriage Contract

- As a civil contract, the bride has tremendous leeway to negotiate the terms of her marriage contract.

- Popular ‘stipulations’ or terms from the bride include:
  - Finances
  - Marital residence, domicile, living conditions
  - Children
  - In-laws
  - Equal right to initiate divorce
  - Right to work, to education
  - Equal division of domestic responsibilities
  - Monogamy, restriction on polygamy
Mahr: What is it? Is it a dowry?

Mahr is the effect of the marriage contract and is not a consideration for the contract.

Mahr is divided into prompt and/or postponed.

Mahr is a debt obligation upon the husband enforceable against his assets.

Mahr is the property of the bride and is distinct and separate from the wife’s rights to inheritance and alimony.
Marriage
Property Rights in Islamic Law

- Islamic law does not recognize the concept of marital assets or community property - title determines ownership
- Joint property & partnership concepts in marriage
- Islamic law of Inheritance: Spouse can’t disinherit spouse.
- Women have legal capacity to contract, manage and own property.
Three primary ways to dissolve a marriage under Islamic law:

1. Talaq/Unilateral Divorce
2. Tafriq/Judicial Divorce
3. Khul/Mutual Divorce or Wife Initiated

Trend: Abandonment Divorce | “Marry-and-Dump”
- Abandonment occurs (1) overseas (2) in U.S.
- Divorce is filed (3) overseas or (4) in U.S.
Divorce
Important Issues

- Religious divorces (talaq) taking place in the United States are not valid.

- A divorce in the United States must be a judicial divorce.

- However, an American court is likely to recognize a religious divorce obtained from a foreign consulate if the divorce complied with basic due process and was mutual and both parties appeared.
Divorce
Important Issues

- Divorce only terminates or severs the marital relationship.

- If the divorce did not resolve the financial and non-financial aspects arising out of the marriage - alimony, equitable distribution, child support and custody - either spouse is able to commence an action to determine these open issues as the few cases above have confirmed.
In religious divorces taking place abroad, the standard comity factors must be considered: due process, notice, fairness, opportunity to participate and the like.

Furthermore, the residency and marital domicile of the parties is a major factor courts consider before granting comity to a foreign divorce decree.

The participation in the proceeding in foreign forum

Fact sensitive: Remarriage relying on validity
The norm in today’s global village is that couples or each of them have multiple residences.

How should a court deal with cross border divorces, assets in multiple jurisdictions and income from more than one jurisdiction?

Which country has jurisdiction? Does the first filer have an advantage? If the matter is pending in one country, should the other country stay its proceedings pending an outcome?
In Mussa v. Palmer-Mussa and Shikoh v. Murff, the court made clear that religious divorces in the United States are not a substitute for civil divorce judgment.

Muslim marriages are valid and recognized in the United States like any other religious marriage.
Many husbands utilize the religious divorce as a sword to extract financial leverage in the divorce settlement or simply to make the wife’s remarriage unlikely out of vindictiveness.
For example, in Hammoud v. Hammoud, the husband refused to grant his wife a religious divorce.

The trial court said I don’t have “authority to compel to religious divorce” but the wife’s inability to remarry without a religious divorce was a relevant factor to be considered in favor of her alimony claim.

Reversed on appeal, holding that the open-ended duration of the spousal support award “was structured to pressure [husband] to agree to an Islamic divorce.”
**Divorce**

Withholding religious divorces for extortion

- New York is the only state with a Get Law.

- NJ, for example, held that a court is only authorized to direct the parties to obtain a religious divorce if their settlement agreement provided for it. *Lowy v. Lowy, A-472-10 (App.Div. 2011)* (unpublished).

- Ohio, for example, will not even enforce a settlement that provides a spouse to grant a religious divorce on entanglement grounds. *Steinberg v. Steinberg, 1982 WL 2446 (Ohio App., 1982)* (unpublished).
In the following cases the courts refused to recognize foreign divorces obtained unilaterally/ex parte by husbands.

Rahawangi v. Al-Samman
- divorce decree obtained via proxy without notice was not recognized
Divorce
Foreign Divorces – Case Law

- **Tarikonda v. Pinjari**
  - the wife was not afforded the basic rudiments of due process, she was not present in court and no hearing on the merits was held.
  - it would be against public policy to recognize the Indian divorce because Islamic law differs substantially from Michigan law in regards to property distribution.
Divorce
Foreign Divorces – Case Law

- In the following cases the courts recognized foreign divorces in which the parties actively participated in the foreign litigation.
In S.B. v W.A.

- Parties moved to Abu Dhabi for work

- While living there for several years, the parties commenced domestic violence and divorce proceedings

- The trial court recognized the Abu Dhabi decisions finding that the divorce decree was obtained after trial and two appeals.
There was no question that the court had jurisdiction over the parties and the divorce because the parties resided in Abu Dhabi at the time. The court found nothing in the divorce decree that would violate New York’s public policy.
The court in Aqel v. Aqel recognized a foreign divorce decree obtained in Jordan.

- The husband did not finalize his divorce in Jordan when he married American.

- His marriage was annulled and he returned to Jordan to finalize his divorce. After obtaining a revocable divorce in Jordan, he remarried the American wife.
In the following cases the validity of the foreign divorce turned on whether the parties were residents in the foreign country.

In Husein v. Husein
- Ex parte divorce in Palestine without residency was not entitled to comity.

Aleem v. Aleem, Pakistani Embassy in Washington DC divorce where the parties were Maryland residents for 20 years was not entitled to comity.
Divorce
Foreign Divorces – Case Law

- Ashfaq v. Ashfaq. 467 S.W.3d 539 Court of Appeals of Texas, Houston (1st Dist.).
  - Married in Pakistan.
  - They moved to the United States.
  - After few month in Texas, they returned to Pakistan.
  - While in Pakistan, the Husband filed for divorce/talaq.
  - Six months later, the wife returned to Texas and filed for divorce in Texas.
Ashfaq v. Ashfaq, cont.

The wife argued:

(i) Texas had sole jurisdiction as Texas was matrimonial domicile at time of the filing of the Pakistan divorce;

(ii) the Pakistani divorce violated her due process and was fundamentally unfair.
The Court found that the parties - both Pakistani citizen, were considered residents of Pakistan according to Pakistani law and that the divorce was valid in Pakistan.

But, the court converted the Wife's complaint to a post divorce petition for divisions of marital assets and entered judgment dividing the assets.
The parties established residence in Egypt at the time of the divorce.

During their presence in Egypt, the husband obtained a divorce consistent with Egyptian law.

The trial court recognized the Egyptian divorce as a matter of comity and dismissed the wife’s spousal support action.
Marriage
Validity of Religious Marriages and Marriage Licenses

- The following cases examine the different approaches to determine the validity of religious marriages that did not comply with all of the state law formalities
Marriage
Validity of Religious Marriages and Marriage Licenses – Case Law

- Yaghoubinejad v. Haghighi, the parties' marriage is void for lack of marriage license.

- Ellehaf v. Tarraf, the parties were never legally married because they did not obtain a marriage license.

- In Mussa v. Palmer-Mussa, religious marriage was valid until dissolved by judicial authority.
Matter of Farraj

- The law of the marital domicile governed validity of marriage without license.

- Marriage that took place in New Jersey would be void but under New York law would be voidable. Marriage found valid
Marriage
Muslim Marriage Contracts - Sharī‘ah as extrinsic evidence

The cases in the United States involving the Muslim marriage contract pertain to whether it is a prenuptial agreement or a simple contract.

**simple contract**
- basic contract elements: offer, acceptance and consideration

**Prenup**
- in addition to basic contract elements and traditional contract defenses, the court inquires whether the parties had advice of counsel and financial disclosures before signing the agreement.
Marriage
Is Muslim Marriage Contract a Simple Contract or a Prenuptial Agreement?

In the following cases, the courts construed the Muslim marriage contract as a prenuptial agreement. The unique facts of each case combined with the state of prenuptial jurisprudence in the jurisdiction determined whether the mahr was enforceable.
Marriage
Is Muslim Marriage Contract a Simple Contract or a Prenuptial Agreement? – Case Law

- Afghani v. Ghafoorian

  Court enforced 514 gold coins in marriage contract that was entered in Iran as a valid premarital agreement

- Akileh v. Elchahal

  Appellate Court reversed by enforcing marriage contract as a valid premarital agreement that did not violate public policy (marriage sufficient consideration)
Like in Afghani and Akileh, the courts in Ahmed v. Ahmed, and In re Altayar and Muhyaddin, determined that the Muslim marriage contract was a prenuptial agreement but invalid under state law.

Ahmed

- Wife wins at trial level but loses on appeal. Appellate Court found that the parties’ valid civil wedding ceremony occurred six months before signing the mahr agreement, i.e., they were not ‘prospective spouses'
Similarly, in Altayar, the court described the mahr as a prenuptial agreement but invalid under state law.

- A “[p]renuptial agreement is valid only when it is plainly shown that the transaction was fair”
- “the exchange of 19 pieces of gold for equitable property rights under Washington law is not fair . . . . Even if it were a fair agreement, there is no evidence that he disclosed his assets or that [wife] received any independent advice during the three days between their initial meeting and marriage.”
Similarly, in Zawahiri v. Alwattar, and Ahmad v. Ahmad, the court agreed that the Muslim marriage contract was a prenuptial agreement but held that the agreement was invalid as it did not comply with the requirements of premarital agreements: advice of counsel and full and complete financial disclosures were absent.
In re Marriage of Dajani

- the mahr allowed the wife to profit from filing for divorce to obtain her five thousand Jordanian dinars mahr.
Unlike most other cases where the wife sought the payment of her mahr, husband asked the court to recognize his Egyptian marriage contract with a nominal mahr as a prenuptial agreement to bar the wife from community property and alimony.
Shabban v. Shabban, cont.

Court held the contract was too vague and indefinite to be enforced.

that their marriage shall be governed by the laws of Islam and the traditions of the prophet alone was “hopelessly uncertain as to its terms and conditions” to satisfy the statute of frauds on its own.
In the following cases, the Court construed the Muslim Marriage Contract as a simple contract:

Abdallah

- Contract was not void for vagueness
- “where an agreement is to pay money and no time is specified, it is interpreted as being an agreement to pay the same on demand; and if it is an agreement to do something other than to pay money, it is interpreted as a promise to do it in a reasonable time.”
Is Muslim Marriage Contract a Simple Contract or a Prenuptial Agreement? – Case Law

Aziz

Islamic marriage contract conformed to the requirements of New York contract law and was “enforceable as a contractual obligation, notwithstanding that it was entered into as part of a religious ceremony.”
Similarly, in Odatalla, the trial court enforced the dower provision holding that applying neutral principles of law (i.e. the principles of contract law in New Jersey) to the mahr agreement satisfied all the elements of a valid civil contract.
The evidence showed the husband:

- freely making an offer to the wife by signing the mahr agreement
- the wife accepting the offer by signing the agreement and the husband intentionally binding himself to the agreement by making the payment required by the mahr
Marriage
Is Muslim Marriage Contract a Simple Contract or a Prenuptial Agreement? – Case Law

- Obaidi v. Qayoum and Habibi-Fahnrich v. Fahnrich
  - marriage contract was construed as a simple contract but found that the parties did not have a meeting of the minds and that the contract was entered into under duress and overreaching.
Is Muslim Marriage Contract a Simple Contract or a Prenuptial Agreement? – Case Law

- Habibi-Fahnrich v. Fahnrich
  - "SADAQ being a ring and half of husband's possessions" was undefined, indefinite and not specific to have a meeting of the minds to meeting the requirement of a valid contract under New York law.
Marriage
Is Muslim Marriage Contract a Simple Contract or a Prenuptial Agreement? – Case Law

- **Obaidi**
  - contract written in Farsi
  - husband did not speak, read or write Farsi
  - neutral principles of contract law governed the interpretation of the contract
  - concluded that there was no meeting of the minds because the husband was advised of the mahr ceremony fifteen minutes before he signed the document and he did not read, write or speak Farsi and he was pressured to sign the agreement by the families.
There really is no Islamic legal equivalent to custody that we understand here in the U.S.

Custody is composed of three forms of guardianship.

1. Guardianship for rearing
2. Guardianship over child’s property
3. Guardianship over child’s person
In Jabri v. Jabri, 193 A.D. 782 (App.Div. 1993), unless the parties have a written agreement regarding religious rearing the custodial parent may determine the religious upbringing of the children.
Similarly, in Najmi v. Najmi, 2008

“A domestic relations court may consider the religious practices of the parents in order to protect the best interest of a child. However, the United States Constitution flatly prohibits a trial court from ever evaluating the merits of religious doctrine or defining the contents of that doctrine. Furthermore, custody may not be denied to a parent solely because she will not encourage her child to salute the flag, celebrate holidays, or participate in extracurricular activities.”
The Najmi approach is almost uniform around the country, i.e., the court has no authority to decide religious rearing disputes on doctrinal grounds. Rather, the court only weighs in when the religious rearing dispute impacts the best interests of the children.

Moreover, the court will always defer to the parent of primary residence or physical custodian in connection with religious instructions with the proviso that the children should also be exposed to the other parent’s religion.
Religious rearing agreement?

However, if there is an agreement about religious rearing, unless the agreement violates public policy or is detrimental to the best interests of the children, the agreement would likely control. Also, the history or status quo of the religious rearing during the time the parties were an intact family would be relevant to the court.
In the majority of reported and unreported cases, if the foreign custody decree was not based on the best interests of the child, our courts are reluctant to grant them comity.

For example, Charara v. Yatim, 78 Mass.App.Ct. 325 (Mass. App.Ct. 2013), the court refused to recognize a Lebanese child custody determination because it was decided under law that was not in substantial conformity with Massachusetts best interests standard but rather based on a presumption in favor of the father.
In Hosain v. Malik, 671 A.2d 988 (1996) and S.B. v W.A., 38 Misc. 3d 780 (2012), the court found that the foreign custody decrees were based on best interests, therefore, were granted comity.

Abouzahr. Abouzahr, 361 N.J. Super. 135 (App. Div. 2003), for example, articulates a balancing test to ameliorate the risk anchored in the facts of the case not bright line rules.
The fact that the country where the child will visit is a non-signatory to the Hague Convention was found not to be a per se prohibition to visitation abroad. Furthermore, the court held that:

“[i]n addition to the laws, practices and policies of the foreign nation, a court may consider, among other things, the domicile and roots of the parent seeking such visitation, the reason for the visit, the safety and security of the child, the age and attitude of the child to the visit, the relationship between the parents, the propriety and practicality of a bond or other security and the character and integrity of the parent seeking out-of-country visitation as gleaned from past comments and conduct.”
Summary

- Foreign family law is a rich, diverse and evolving jurisprudence.

- Family laws from the Middle East, customs and/or traditions have routinely surfaced in family related litigation in American courts.
Relevance in the United States

- Is a foreign Muslim marriage contract enforceable under State law?

- Is a foreign divorce decree from a Muslim country recognized under State law?

- Is a foreign custody decree from a Muslim country entitled to recognition?

- When there is a jurisdictional conflict between State and Muslim country, how to approach it?
Sharī‘ah Relevance in the United States

- Is a Muslim marriage in America legal?
- Is it void or voidable? Consequences of void marriage
- How about Remarriage?

Courts around the country are forced to address these and many other issues unique to the Muslim American communities.
THANK YOU