

## **Marriage Practices From Syafi'iyah Fiqh Perspective**

**Fadhilah Bardan**

**Islamic Religion Institute (IAI) Al-Aziziyah Samalanga Bireuen Aceh**

Email: [fadhilah@iaialaziziyah.ac.id](mailto:fadhilah@iaialaziziyah.ac.id)

### **ABSTRACT**

Among the pillars of marriage is the *ijab qabul*, either in the form of words, writing or gestures that express the desire for the contract to occur, while *qabul* is a statement that comes from the second party in the form of words, writing or gestures that express their approval and pleasure. People with speech disorders (dumbness) have obstacles when pronouncing. Article 29 paragraph (1) Islamic Law Compilations explains that the person who has the right to pronounce the *qabul* is the prospective groom personally. In some cases, the marriage contract is carried out by representing a third party as an intermediary (representative) to say the consent and *qabul*. The research objective to be achieved is to analyze the marriage contract model with signs from the perspective of *Shafi'iyah Fiqh* and how it is practiced in the Office of Religious Affairs. This research is a qualitative descriptive analysis, the approach used is phenomenological. The results of the research are 1) The marriage contract model with signs from the perspective of *Shafi'iyah Fiqh* is valid and generally only applies to mute people who are unable to pronounce *qabul*. However, if you are good at writing, then your marriage contract can use both guidelines, namely as explained in the books of the *Shafi'iyah* school of thought, namely the *Tuhfatul Muhtaj* Book, the *iannatut thalibin* Book, the *Hamisy al-Iqnaa* Book and the *Radd Al-Muhtaar* Book. 2) The practice at the Religious Affairs Office is to provide guidance and rehearsal of the pronunciation of the marriage vows for the guardian and the groom by presenting witnesses before the contract is carried out, so that when the contract is carried out the guardian uses sign language that can be understood by the groom so that the signs can be understood by the witnesses. As for the *qabul*, the groom need to answers with hand gestures and nods of the head, gesturing *qabul* and writing.

**Keywords:** Marriage Practices, Signs, *Shafi'iyah Fiqh*.

### **INTRODUCTION**

A marriage is considered valid if it is carried out using the editorial *zawwajtu* (I marry) or *ankahtu* (I marry) from the party being proposed to or the person representing him and the editorial *qabiltu* (I accept) or *raditu* (I agree) from the party proposing or representing him. The most important thing in marriage for the bride and groom who will enter into a marriage bond is

their willingness and agreement with the bond. This is abstract and psychological so it is difficult to measure. Therefore, reaching agreement must take the form of words, actions or gestures that can be understood, as long as they are not followed by rejection.

Among the pillars of a marriage contract are consent and qabul in various other transactions, namely a statement that comes from one of the parties entering into the contract or transaction, whether in the form of words, writing, or a gesture that expresses the desire for the contract to occur, either from the husband's side or the wife's side. Meanwhile, qabul is a statement that comes from a second party in the form of words, writing, or gestures that express approval and pleasure.

Originally the marriage contract had to be pronounced using lafadz which shows the emergence of the contract with clear expressions, there are no other possible meanings which are equally strong or superior and both parties to the contract ceremony and both must have the ability to pronounce it. If the qobul of a prospective husband sends a letter to a woman's guardian or by delegating someone accompanied by evidence, such as the testimony of witnesses at the qabul council or others that the letter has been read as a form of consent in front of them or the contents of the letter have been told. (Basyir, 2006)

The object of a marriage contract is not the person involved in the agreement, but what is mutually agreed upon, namely whether it is halal to carry out reciprocal relations between husband and wife. This means that, with a marriage contract, there is no control by the husband over the wife's personality or vice versa. Therefore, it is necessary to have a condition that the prospective bride is not prohibited from marrying the prospective husband, or in other words, marriage between prospective husband and wife cannot be prohibited.

The marriage contract is a marriage contract between the groom and the bride which is carried out in front of two male witnesses using the words ijab-qabul. Ijab is said by the woman, which in most jurists is carried out by her guardian (representative), and qabul is a statement of acceptance from the man, and the dowry (mahar) is mentioned which should already be in the marriage contract.

Basically, a marriage contract can take place using any language that can express wishes and can be understood by the parties concerned and can also be understood by the witnesses. In Indonesia Arabic is often used among those who understand it, using Indonesian or regional languages is also considered valid and it cannot be said that using one language is more important than using another language.

Originally the marriage contract had to be pronounced using lafadz which shows the emergence of the contract with clear expressions, there are no other possible meanings which are equally strong or superior and both parties to the contract ceremony and both must have the ability to pronounce it. If the qabul of a prospective husband sends a letter to the woman's guardian or by delegating someone accompanied by evidence, such as the testimony of the

witnesses of the qabul assembly or others that the letter has been read as a form of consent in front of them or the contents of the letter are told.

Basically, consent is done verbally. If it is not possible to do it verbally because one of the parties is illiterate, for example, it can be done with signs. Consent and qabul are required to occur in one ceremony, not interrupted by other conversations or actions that according to custom are seen as diverting the contract that is being carried out. The scholars of the Shafi'i school of thought require it to be immediate, that is, after the bride's guardian expresses his consent, the groom must immediately declare his qabul without any delay. This opinion is often practiced among most Muslims in Indonesia. The most important thing in marriage for the bride and groom who will enter into a marriage bond is their willingness and agreement with the bond. This is abstract and psychological so it is difficult to measure. Therefore, reaching agreement must take the form of words, actions or gestures that can be understood, as long as they are not followed by rejection (Suprayogi, 2023).

The marriage contract can be carried out with signs, provided that if the sign is sharih (clear), if it is not sharih, in the sense that the sign gives rise to kinayah or he can write then if he can still represent he must represent and if he cannot represent then the ijab qabul can be done with a sign kinayah or with writing due to emergency.

People with speech disorders (mutes) have obstacles when pronouncing, in some cases, there are marriages of people who cannot speak, the contract is carried out by representing a third party as an intermediary (representative) to pronounce the consent and qabul, but Article 29 paragraph (1) KHI explains "the person who has the right to say qabul is the prospective groom personally". Therefore, according to the article it is clear that in the pronunciation of the qabul it is the prospective groom himself. In practice, cases such as those that occurred at the Religious Affairs Office (KUA) in Jangka Buya District, Pidie Jaya Regency, when implementing Qabul, marriages with disabilities are sufficient to bring in witnesses who can understand the meaning of the signal, unlike other KUA offices which use signs or words.

This paradigm is a challenge for Islamic law to answer problems that arise in society as a result of developments over time. So this phenomenon became an attraction for the author to ask the staff of the Jangka Buya Subdistrict Religious Affairs Office who had married brides with disabilities and other problems related to marriage contracts with signs. Therefore, in this research the author took the object at the Religious Affairs Office, Jangka Buya District, Pidie Jaya Regency, Aceh Province. From the background of the discourse above, and considering the very importance of knowledge about the Practice of Marriage Contracts with Gestures in the Perspective of Syāfi'iyyah Fiqh, the author will research and study matters relating to marriage.

The research objective to be achieved in the research is to analyze the model of a marriage contract with signs from the perspective of Syāfi'iyyah Fiqh and to find out the practice of marriage contracts with signs from the perspective of Syāfi'iyyah fiqh in the Agmam Affairs Office, Jangka Buya District, Pidie Jaya Regency. It is hoped that the results of this research study

will provide implications for interested parties. To support deeper issues regarding the problem above, the author tries to conduct research on literature that is relevant to the problem that is the object of research so that the author's position in conducting research can be known.

## RESEARCH METHODS

This research is a field study using qualitative methods. According to Basrawi Sukidin, "Qualitative research is a research procedure that produces descriptive data in the form of speech or writing and the behavior of people who are observed, where the researcher can recognize the subjects and feel what they experience in everyday life (Iskandar, 2021).

The nature of the research is descriptive analysis, namely research that aims to provide an overview of the challenges of a society or a particular group of people or a description of a symptom which is then analyzed based on related sources.(Murdiyanto, 2020). The approach used in this research is a phenomenological approach, namely an approach that analyzes the dynamics of relationships between observed phenomena using scientific logic (Saifuddin Anwar, 2009).

Field studies were carried out to obtain information about the practice of marriage with signals in society, while literature studies were used as supporting data that might be found from document data and books about theories developed by experts and other sources. From this document data, it is hoped that a starting point will be found regarding a general description of the theoretical basis and application of the practice of marriage by gesture in society. From this type of research, it is hoped that a valid conclusion can be found. The research location is the place that is used as the research location, so the researcher took place at KUA, Jangka Buya District, Pidie Jaya Regency.

The data collection technique used by the author is documentation techniques, namely a data collection technique through documents or records of past events, such as archives, including books on theory, articles, opinions and reports to obtain written information and facts. -official facts related to research.

Data analysis is called data processing and data interpretation. The data analysis stage that the author carried out in this research starting from data collection was using multiple sources of evidence in accordance with the principle of triangulation, namely an analysis step to test the truth of the data carried out during data collection (Suprayoga, 2001).

## RESULTS AND DISCUSSION

The marriage contract in the Compilation of Islamic Law is contained in Chapter I article 1 (c) which reads: The marriage contract is a series of *ijab* pronounced by the guardian and *qabul* pronounced by the groom or his representative witnessed by two witnesses.(Abdurrahman, 1995). The marriage contract is a real manifestation of a bond between a man who is a husband and a woman who is a wife, which is carried out in front of (at least) two witnesses, using *sighat ijab* and *qabul* (Muchtar, 1974). Based on the definition above, the author can conclude that a marriage contract is an agreement in a marriage

bond entered into by the groom or his representative, with the guardian of the prospective bride or his representative, using *sighat ijab* and *qabul*.

The word *Gesture* in the Big Indonesian Dictionary is anything (hand movement, nod of the head, etc.) that is used as a sign or address: he gives a sign of agreement with a wink of his eyes;(kbbi, 2023). From the definition above, it can be concluded that signs are a language that uses movements of body parts which are used as signs that indicate a certain thing. The signals that the author means in this research are the language or body movements used by the groom as a sign of pronunciation of consent.

The word *Fiqh al-Syāfi'iyah* is a combination of two words derived from the words *Fiqh* and *al-Syāfi'iyah*. *Al-Syāfi'i* is the name of one of the founders of the four schools of thought. His full name is *Abdillah Muhammad Ibn Idris Ibn Al-Abbas Ibn Usman Ibn Syāfi'i Ibn As-sa'ib*. The word "*Syāfi'i*" has had an additional "*ya*" ratio so that it becomes *al-Syāfi'iyah* which means followers or people who follow the *al-Syāfi'i* school of thought.(Ibrahim Al-Bajuri, 2020). Meanwhile, the meaning of *Fiqh* literally means in-depth understanding, and in terminology it means a science that deepens Islamic law obtained from the arguments of the *Al-Qur'an* and *Sunnah*.(Jamaluddin, 2000). The word *Fiqh* in the dictionary defines the term *Fiqh* as the study of Islamic law or legislation based on the *Al-Qur'an*, *Ijmak*, *Qiyas* and *Hadith*. *Fiqh* examines the legal issues of obligatory, haram, makruh, permissible, valid and void. According to the language, the word *fiqh* means understanding, while the term meaning is knowing all the laws of the *Sharia* which are permitted by means of *ijtihad* (Ahmad Abdul Al-Latief Al-Khatib, n.d.) .

*Syāfi'iyah* is a sect that originates from a scholar named *Syāfi'i*. As for *Syāfi'i* himself, he was a cleric who was born in Gaza (Palestine) in 150 AH, which is the year *Abu Hanafiyah* died. The full name of *Imam Syāfi'i* is *Muhammad Ibn Idris Al-Abbas Ibn Al-Syāfi'i Ibn Al-Sya'ib Ibn Ubayd Ibn Abddduyazid Ibn Muttalib Ibn Abdul Manaf*.(Al-Baihaqi, 2016) *Muttalib* is the sibling of *Hasyim Ibn Abdul Manaf*, while *Hasyim* is *Abdul Muttalib's* father, the grandfather of the prophet *Muhammad SAW*. Once he died abroad and his body was buried in Gaza (*Asy-Syarqawi*, 2000). *Imam Syāfi'i* is a highly influential scholar, among his knowledge that can be summarized is: he is an expert on *Sharia*, including *Sheikh al-Asmuni* himself who is an expert in the field of poetry. According to the author, *Fiqh al-Syāfi'iyah* is the study of *fiqh* law which explores Islamic law obtained from sources of Islamic law belonging to the *Al-Syāfi'i* school of thought.

The wording of the marriage contract can be said to be valid, if it is pronounced in words that indicate the marriage contract in a language that is understood by both parties (Al-Faifi, 2009). Therefore, in carrying out the *ijab* and *qabul*, you must use words that can be understood by each party entering into the marriage contract as a statement of the will that arises from both parties, and you must not use words that are vague or whose meaning is not understood (Aminudin, 1999).

*Fiqh* scholars also agree that in *qabul*, it is permissible to use words in any language. It is not bound by one language or special words, as long as it

can be understood and shows a feeling of pleasure and agreement. (Nur, 1993) However, there are those who argue that the *ijab-qabul* is better or more *afdhal* if it is said in Arabic for those who can and understand it. Arabic. While in the *ijab*, it must include the words *nikah* and/or *tazwij*. (Nur, 1993) or other forms of these two words, such as: *ankahtuka*, *zawwajtuka*, both of which clearly indicate the meaning of *nikah* (Sahrani, 2013).

The law of marriage contracts with signs from the perspective of *Syāfi'iyyah fiqh*. A marriage contract is an agreement made by two bride and groom who enter into a marriage in the form of an *Ijab Qabul*. *Ijab* is a submission from the first party, while *qabul* is acceptance from the second party. Consent and *Kabul* are one of the pillars of marriage. There is an *ijab*, namely *lafadz* which is said by the guardian or someone who replaces him by saying to the prospective bridegroom: "I will marry you to a *fulanah*". Meanwhile, *Kabul* is the *lafadz* uttered by the male candidate or the person who is given permission to represent him by saying: "I accept to marry her".

Contracts can occur with *sighat*. The agreement should have certain limitations that bind the validity of the contract. For example, when saying: "I will marry you to my daughter" then the groom replies: "Yes, I accept", this contract is categorized as valid. Furthermore, you can use expressions such as: (1) for the guardian: "I will marry you to my son named... with a dowry amounting to... cash"; (2) for the prospective groom: "I accept his marriage with a dowry of...cash". This *Aqad* is *Ziwaaj*.

Islamic law stipulates that the conditions for consent in a marriage contract are:

- a. There is a statement of marriage from the guardian
- b. There is a statement of acceptance from the prospective groom
- c. Use the words marriage or *tazwij* or translations of the word's marriage
- d. Between consent and *qabul* are continuous
- e. The meaning between consent and *qabul* is clear
- f. The person involved in the *ijab qabul* is not in the *ihram* of *Hajj* or *Umrah*
- g. The *ijab qabul* assembly must be attended by a minimum of four people, namely: the prospective groom or his representative, the bride's guardian or his representative and two witnesses.

In a marriage, according to *Sharia* law, a marriage contract is mandatory. And someone is not said to be husband and wife if that person has not yet entered into a marriage contract, and it is not permissible to have husband and wife relations before carrying out the marriage contract. The necessity of having a contract in a marriage is explained in the *Hadith* as follows:

اتقوا الله النساء فإنكم أخذتموهن بأمانه الله واستحلتم فروجهن بكلمة الله

Meaning: Fear Allah in matters of women, indeed you take (marry) them with the trust of Allah, and you justify their honor with the words of Allah (HR. Muslim)(An-Naisabury, n.d.)

The meaning of the sentence Allah in the *hadith* is the *Qur'an*, and in the *Qur'an*, it is not mentioned other than two sentences: *nikah* and *tazwij*. So, in the marriage contract you should use *nikah lafadz*, *tazwij* or a translation of

both. This hadith shows that there is a sentence that was uttered when a wedding was held. This greeting is a marriage contract carried out by the groom and the bride's guardian.

When carrying out the consent and qabul, you must use sentences that are easily understood by each party entering into the marriage contract. And statements arising from both parties can use sentences or verbally. Meanwhile, if you are unable to use verbal language due to an obstacle, the person carrying out the marriage contract can do so using signs.

The marriage contract can take place using any language that can express wishes and can be understood by the parties concerned and can also be understood by the witnesses. In Indonesia, Arabic is often used among those who understand it. Using Indonesian and regional languages is also considered valid and it cannot be said that using one language is more important than using another.

Basically, consent is done verbally. If it is not possible to do it verbally because one of the parties is illiterate, for example, it can be done with signs. Consent and qabul are required to occur in one event, not interrupted by other conversations or actions which according to custom are seen as diverting the contract being carried out.

The legal basis regarding marriage contracts with signs from the perspective of Syāfi'iyah Fiqh is as explained below, namely:

It is permissible to suffice with writing if the signal is difficult to understand and impossible to represent. This is as expressed by al-Imam Ibnu Hajar al-Haitami in his book *Tuhfatul Muhtaj* when discussing the pillars of marriage, he commented:

وينعقد نكاح الأخرس شارته التي لا يختص بفهمها الفطن وكذا بكتابته بلاخلاف على ما في المجموع

Meaning: "The marriage of a deaf person with a hearing disability is deemed valid by giving a signal (when the marriage is taking place) so that not only intelligent people understand the signal (meaning that everyone in the place understands the sign of the qabul marriage) likewise the marriage of a deaf person is deemed valid. (Al-Haitami, 2005).

Furthermore, another argument that determines the validity of marriage by gesture is as in the book *Iannatut Thalibin* volume 3, namely:

و ينعقد باشارة اخرس مفهومة و قيل لا ينعقد النكاح الا بالصغة العربية فعليه يصبر عند العجز الى ان يتعلم او يوكل

Meaning: The way to accept qabul for a mute person in a marriage contract can be done with a sign, with the condition that if the sign is sharih (clear), if it is not sharih, in the sense that the sign gives rise to kinayah or he can write then if he can still represent he must represent and if he cannot represent then The *ijab qabul* can be done with a kinayah gesture or with writing because it is an

emergency (Abu Bakar Syatha, 1993).

If someone uses sign language that cannot be understood then the contract is written. If you can't sign, but the groom can't write, he can do it with his guardian. As explained below:

واما ان كان زوجا فان كانت اشارته صريحة عقد بها وان كانت كناية او كان له كتابة فان امكنه التوكيل  
وكل والا عقد بها للضرورة

Meaning: If he is a (future husband) then if the sign is sharih (clear) then he can be married with his sign, if the sign is kinayah (still gives other meanings besides marriage) or he can write then if it is possible for him to represent he must represent, if he cannot represent then The ijab qabul can be done with a kinayah gesture or with writing because it is an emergency (Syarbaini, n.d.).

The marriage of a mute person can be considered valid if it is done with writing or signs that are clear and understandable. If the qobul consent has been fulfilled, then the marriage becomes valid according to religion even though the person saying it is playing around and does not intend to actually get married. In the book Radd Al-Muhtaar also explains this, namely:

( إيماء الأخرس وكتابتُهُ كالبَيانِ ) بِاللِّسَانِ ( بِخِلَافِ مُعْتَمَلِ اللِّسَانِ ) وَقَالَ الشَّافِعِيُّ : هُمَا سَوَاءٌ فِي وَصِيَّةٍ  
وَنِكَاحٍ وَطَلَاقٍ وَبَيْعٍ وَشِرَاءٍ وَقَوْدٍ وَعَيْرِهَا مِنْ الْأَحْكَامِ

Meaning: A mute person's gestures and writing are like verbal explanations that are different from those of a person who speaks verbally. Imam As-Syafi'i said "The signs and writings are the same in various legal matters such as in matters of wills, marriage, talak, buying and selling, qishas and so on.(Ibnu Abidin, 1966)

The procedures for a marriage contract for normal people are as usual as we all know, but the procedure for a marriage contract for the deaf (mute people) is that simply using signs is valid. This was clearly mentioned by As-sayyid Ahmad bin Umar As-Syatiri in his book al-Yaqut an-Nafis. For people with hearing impairments or speech impairments, when they enter into a marriage contract, the emphasis of their language is the connection with their marriage contract, which of course is not as perfect as for non-disabled people. However, fiqh provides a solution as stated by the Shafi'i madzhab clerics Imam Ibnu Hajar al-Haitami and Imam Ramli, that with the limitations of a person with a hearing or speech disability, his ijab qabul can still be considered valid and simply by using sign language that is easy to understand. . A mute person simply needs to give a clear signal (sharih) indicating the intention of marriage, even if he is not good at writing. If he is good at writing then it would be better to combine the contract in the form of writing and signs.

Based on the explanation above, it can be concluded that the marriage contract model with signs from the perspective of Syāfi'iyyah Fiqh is valid and



generally only applies to mute people who are unable to pronounce the qabul. However, if you are good at writing, then the marriage contract can use both guidelines, namely writing and signs as explained in the books of the Syafi'iyah school, namely the Tuhfatul Muhtaj, the Iannatut Thalibin Book, the Hamisy al-Iqnaa Book and the Radd Al- Muhtaar.

The practice of marriage contracts with gestures from the perspective of Syāfi'iyah fiqh at the Religious Affairs Office, Jangka Buya District, Pidie Jaya Regency. The marriage contract is a marriage contract between the groom and the bride which is carried out in front of two male witnesses using the words *ijab-qabul*. Consent is said by the woman, which in most jurists is carried out by her guardian (representative), and *qabul* is a statement of acceptance from the man, and the dowry (dowry) is mentioned which should already be in the marriage contract. Contract (*Shighat*) of consent and *qabul*. The two of them entered into a harmonious agreement. Depends on both of them is the essence of a thing and its form in sharia'. One of the practices of marriage contracts with signs is the same as the marriage contract practice that was carried out at the Jangka Buya District Religious Affairs Office.

In connection with data or information regarding the practice of marriage contracts with signs from the perspective of Syāfi'iyah Fiqh at the Religious Affairs Office, Jangka Buya District, Pidie Jaya Regency, Aceh Province, the author obtained information through direct interviews with the head, *pokjaluh*, staff of the Religious Affairs Office and related parties who know implementation of marriage contract practices with signs. In this case, the Head of the Agama Affairs Office, Jangka Buya Subdistrict, said that the marriage contract was a contract which had fulfilled the pillars and conditions of marriage so that it could be carried out in a marriage assembly with the presence of the groom (*linto baro*), guardian and marriage witnesses. If a bride and groom are normal in the sense that the pronunciation of the marriage contract is carried out with the usual *ijab qabul*. Meanwhile, for someone who is deaf (disabled), this can be done with signs (Kepala KUA, 2023).

In this case, the chairman of the *Pokjaluh* who is in charge of the sub-district also added that witnesses actually determine the validity of the marriage, so the guardian and the groom must pronounce the marriage contract clearly. Likewise, the practice of a marriage contract between a person with signs from both the guardian and the bridegroom must be clear and shariah so that it can be understood and comprehended by the witness. The implementation of the marriage contract for male candidates who cannot speak can be done with gestures as well as for guardians. This kind of thing can be called *masalah murrasa*, because it does not conflict with the terms of *masalah murlah*. So, it can be used as legal evidence. As the Head of the Office showed a video of a speechless marriage contract, namely that the groom-to-be could not pronounce the marriage vows (*Pokjaluh KUA, 2023*).

Mr. *Penghulu* said that one example of the practice of a marriage contract for the guardian or bride and groom with a gesture was held by the Jangka Buya District Religious Affairs Office. the witness will be easy to understand and comprehend and of course the aim is for the validity of the

marriage contract.

In general, the implementation of the *ijab qabul* will be carried out by pronouncing the sentences of *ijab* and *qabul* in front of witnesses and other conditions for marriage. The execution of a marriage contract model for someone who is deaf is considered valid with certain hand movements and head nods as long as they can be understood. So, it's the same when buying and selling. This is in accordance with the author's observations by looking at the video of the silent marriage contract which was held at the Jangka Buya District Religious Affairs Office (KUA Jangka Buya, 2023).

The staff member at the office also added that one of the practices of marriage contracts between guardians or brides and grooms with a gesture that had been held in the Jangka Buya District was the couple Saulani and Faridah, on August 24 2020 and Bustami with Nurhayati on June 14 2021. Where the two couples The groom is speech impaired, in this case, before the marriage contract is held, the Jangka Buya District office guides the procedures for the speech impediment so that the guardian can adjust it (Staf KUA, 2023).

Furthermore, the head of the office also said that the practice of accepting marriage contracts carried out by guardians with mute prospective grooms in the Jangka Buya District is that the guardian uses sign language that can be understood by the groom so that the signs can be understood by witnesses. As for the prospective bridegroom's first couple in 2020, they answered with a nod of the head to signal the *qabul*. Meanwhile, the prospective groom for the second couple in 2021 answered with coded hand gestures indicating the *qabul*, along with writing because the signs were difficult to understand and impossible to represent. Then the witnesses understood what he was expressing from the gesture (Kepala KUA, 2023).

Based on the explanation above, the author can conclude that the practice of marriage contracts with signs from the perspective of *Syāfi'iyyah fiqh* at the Religious Affairs Office of Term Buya District, Pidie Jaya Regency, is that the Religious Affairs Office of Jangka Buya District provides guidance and rehearsals for pronunciation of the *qabul* consent for the guardian or groom. by presenting witnesses before the marriage contract is carried out, so that on the day the marriage contract is carried out the guardian uses sign language that can be understood by the groom so that the signs can be understood by the witnesses. Regarding the *qabul*, the groom-to-be answers with signs, namely by giving a code or moving his hand and nodding his head and writing because it is difficult to understand the signs, this type of signal is by indicating the *qabul*.

The results of this study can have theoretical implications for considerations in conducting further research and can help in understanding the law and how the signal marriage contract is modeled from a *Syāfi'iyyah Fiqh* perspective and how the signal marriage contract is practiced in the Office of Religious Affairs. Practically, it can be used as reading material to increase knowledge for readers.

## CONCLUSION

The marriage contract model with signs from the perspective of Syāfi'iyah Fiqh is valid and generally only applies to mute people who are unable to pronounce the qabul. However, if you are good at writing, then the marriage contract can use both guidelines, namely writing and signs as explained in the books of the Syāfi'iyah school of thought.

The practice of marriage contracts with gestures from the perspective of Syāfi'iyah Fiqh in the Jangka Buya District, Pidie Jaya Regency, is that the Office of Religious Affairs provides guidance and rehearsal of the pronunciation of the consent for the guardian or groom by presenting witnesses before the marriage contract is carried out, so that on the day the marriage contract is carried out. then the guardian uses sign language that can be understood by the groom so that his signs can be understood by the witnesses. As for the two prospective grooms' acceptance of their prayers, the first couple answered with a nod of the head. Meanwhile, the prospective bridegroom's second partner answered with coded hand gestures along with writing because the signs were difficult to understand and impossible to represent. The two types of signals were by gesturing for qabul and then the witnesses understood what he was expressing from these signals.

The study of isyarah marriage has actually been widely discussed and packaged to fill the scientific treasury either through books, theses or journals, but in this study, there are still many shortcomings. This study focuses on the analysis of the marriage contract model with signs from the perspective of Syāfi'iyah Fiqh and its practice and area. The study was only in the Jangka Buya sub-district. There is a great opportunity for other researchers to make studies from the perspective of other schools of thought and expand the area of study.

## SUGGESTION

Marriage contracts with signs for people who are speech impaired are very rare so they need to be conveyed through counseling or recitation assemblies so that they can be understood by marriage guardians and witnesses as well as prospective grooms who are speech impaired or mute, because if the legal conditions for the marriage have been fulfilled, then the marriage is in accordance with the Shari'a. 'at for the groom who performs the marriage contract with signs such as those of a deaf or mute person can be said to be valid.

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