

# ***Ittiḥād Al-Majlis on Marriage Contract According to Hanafiyah and Syafi'iyah (The Study of Online Marriage During Covid-19)***

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Received: 21-10-2021	Revised: 17-04-2022	Accepted: 11-06-2022
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## **Abstract**

Ittiḥād al-majlis is one of the terms in the discussion of the marriage contract. Hanafiyah and Syafi'iyah differ in the ittiḥād al-majlis. This difference has implications for its application in implementation of online marriage contracts during the covid-19 pandemic. Analysis of the methodology for determining the law is important to study because there has been an online marriage in the city of Medan during the Covid-19 outbreak. This paper aims to explain how the rules of the Hanafiyah and Syafi'iyah schools in understanding ittiḥād al-majlis, and how the law of online marriage during the Covid-19 pandemic according to Hanafiyah and Syafi'iyah. This paper is a normative legal study, which examines the legal rules applied in the Hanafiyah and Syafi'iyah schools. The theory of ushul fiqh, namely how the rules are applied by these two schools to determine the meaning of a word. This study found that: First, Hanafiyah and Syafi'iyah have strong argument in giving the meaning of the majlis. Second, Hanafiyah interprets majlis as a word that indicates time, so that the unity of the place is not a condition for the validity of the marriage contract. As for Syafi'iyah, majlis is a word that indicates time and place, so the marriage contract must be in one place, where if the unity of the place is not fulfilled, then the marriage is invalid.

**Keyword:** Covid-19, Hanafiyah and Syafi'iyah, Ittiḥād al-Majlis, Online Marriage.

## **INTRODUCTION**

Marriage contracts is *online* not allowed during this Covid-19 period. This pretext is based on the Circular Letter of the Ministry of Religion Number: P-003/DJ.III/Hk.00.7/04/2020 concerning Amendments to the Circular Letter of the Director General of Community Guidance Number: P-002/DJ.III/Hk.00.7/03/2020 concerning Implementation Protocol for Handling Covid-19 in Public Areas within the Directorate General of Community Guidance. The government urges people to practice *social distancing*, wear masks, avoid physical contact, wash hands, and several other health protocols. For interactions to run smoothly, the use of information technology is highly prioritized. The problem is marriage is one of the human needs which if postponed can have a bad impact.

Marriage in Islam is regulated by regulations that include the pillars and conditions of marriage. These regulations determine whether a marriage is legal or not. Among the conditions for marriage consent is *ittiḥād al-majlis*, which is an assembly between the guardian, prospective husband, and two witnesses. The gathering of the four required people becomes even more sacred, especially because of the custom in Indonesia that marriages must be "enlivened/feasted". This habit will clash with the state of the pandemic or epidemic that is being faced.

Islam regulates how humans behave in a state of epidemic. Plague comes from Arabic, namely: (وباء - وبأ - أوباء) which means an infectious disease in a country (Yunus,

Indonesian Arabic Dictionary, 2010). Its presence makes it difficult for a person to move in carrying out activities, which humans do not want. Among the Islamic rules is an appeal to avoid visiting areas that are being plagued by disease outbreaks, as the Prophet Muhammad SAW said:

إذا لا آليها إذا بأرض اتم لا تخرجوا أرامنه. ال: الله انصرف

Meaning: *"If you hear of it (a disease) in a land, then do not enter there. And if it catches up where you are, then don't go out to escape from it." Said Ibn Abbas: "Umar was grateful to praise Allah, then turned away (back). (Rousydiy, 1983)"*

The prophet's call to impose social restrictions is in line with anticipatory steps taken by the government. The government encourages the use of technology in various interactions. However, for the practice of marriage during the Covid-19 period, the Government issued a Circular Letter of the Ministry of Religion Number: P-003/DJ.III/Hk.00.7/04/2020 which states:

1. Marriage registration is still open *online* via the web [simkah.kemenag.go.id](http://simkah.kemenag.go.id)
2. The application for the implementation of the marriage contract during the Covid-19 emergency period for new registration was not served and asked the public to postpone its implementation.
3. The implementation of the marriage contract is only served for prospective brides who have registered before April 1-21, 2020
4. Marriage contract services outside the KUA are abolished and ask the public to replace it with the implementation of the marriage contract at KUA. Similarly, KUA West Medan is not allowed to carry out the contract outside the KUA Balai office, and visitors are not more than 10 people.

The obstacle in the community is in the implementation of point 3 of the Circular. Researchers identify that there are many individuals who are hampered by their marital affairs due to restrictions on marriage applications handled by the government, because they are only limited to registration before April 1-21, 2020. This restriction has implications for marriage needs which include *dharuri*, where if marriage is not fulfilled, it is feared will open the way of immorality that is prohibited by the Shari'a, as there is a rule that says:

الأصل الابضاع التحريم

Meaning: *"Basically, sexual relations are haram."* (Ibnu Nujaim, 1983)

Given the current problems, it is necessary to study the two major schools of thought, namely the Hanafi and the Shafi'i (although this study has been carried out by other researchers before). The choice of these two schools of thought was due to the very contrasting differences between the two, particularly on the issue of *ittihād al-majlis* marriage contract.

## RESEARCH METHODS

The method in this paper is normative legal research. The specification is to examine the legal principles applied by Hanafiyah and Syafi'iyah. The entire data of this research is quoted

directly from the books of the anafi and Shafi'i schools of thought, as well as regulations from the competent government. The theory used is the theory of ushul fiqh *muqaranah*, with a question how the rules applied by these two schools of thought to determine the meaning of a word.

Everything related to humans must be concerned with the benefit. The use of *maslahah* in *syara'* always maintains *maqasid sharia*, including marriage that has a purpose and purpose. Emergency (Covid-19) did not just appear, but an *asbab* of the dynamics of the times. Marriage contracts *online* began to emerge due to a high level of emergency, namely the life-threatening Covid-19 outbreak. Hence, one expression says:

الْحَلَقُ الْيَحْيَى لِقَى الْأَيَّامِ

Meaning: "Anything related to laws, must be for the benefit of creatures (humans)." (Al-Ghajali, t.th)

Marriage contracts *Online* do pay attention to the pillars and conditions. Due to the situation of the epidemic, the author assesses that the fiqh rules that show "*Al-islamun shalihun likulli Zamani wal eating*," are very indicative of the disaster during the Covid-19 era that has hit the world. In the rules it is also stated: "*Changes in fatwas and differences of opinion occur according to changes in times, places, circumstances, intentions and customs.*"

Hanafiyah and Syafi'iyah are mazhab scholars who support the existence of these *maslahah* principles. Moreover, Imam Shafi'i himself is considered the most stringent in the use of *maslahah* among the four other madhhab priests. As Imam Al-Juwainy ash-Shafi'i said: "*Whoever examines the words of Imam Shafi'i, then he will not think that he only relies on one asa (basic / source of law), but instead he hangs on the laws of Islam. to bad meanings. Moreover, if he does not find it in the meanings, then he turns to the arguments that resemble it.*"

Legal rules are certainly an indication in enforcing a law. Syafi'iyah believes that *majlis* is a word that indicates time and place, so that the marriage contract must be in one place. Starting from this understanding, the scholars of the Syafi'i school of thought reject the meaning of *ittihad al-majlis*, which means consent and acceptance in different places, and even considers the marriage contract invalid. *online*.

## RESULT AND DISCUSSION

### ONLINE MARRIAGE AND ITTIHĀD AL-MAJLIS

Online Marriage is the implementation of marriage, where the marriage guardian, husband, and witnesses are connected through a liaison, because they are in different places. The connecting device in question is a technological tool that supports the interaction even though the distance is very far. Facilities needed by users through an internet connection (Nugraha, 2012). Marriage *online* referred to in this article is a *video call* (which shows the face and hears the voice). The factor that might hinder the separation of the marriage contract assembly is the long distance between the groom, marriage guardian, and witnesses. (Ramlan, 2020).

*Ittiḥād al-majlis* (إِتِّحَادُ الْمَجْلِسِ) in language there are two sentences/words, namely, اِتِّخَاذٌ and اَلْمَجْلِسُ. *ittiḥād* إِتِّحَادٌ linguistically is an association, union / unite. While *al-majlis* اَلْمَجْلِسُ is in the form *maf'ilun*, from the origin of the word اَلْجُلُوسُ, in the form of *isim eating* and *isim era*, which

means place and time to sit. Thus, the meaning of *ittihād al-majlis* is the unity of place or time. In fiqh, *ittihād al-majlis* the *muttaṣilof* ijab and kabul is related to two statements, namely "*maḥḥul fih*" or *zaraf era* (time) and *araf makân* (place).

The validity of a marriage depends on the fulfillment of the pillars and conditions. (Yazid, 2019). Regarding long-distance marriage, there will be several pillars of marriage that may not be in the same assembly. Among them is the consent-kabul made between the guardian of marriage and the prospective husband. *Shigat* marriage contract does not escape the requirements that will determine its validity.

*Ijab Kabul* (الإيجاب القبول) consists of two words that are separated and have different meanings. The word consent comes from *wazan* إِيْجَابًا. For example: "لُتْ لِيْكَ إِيْجَابًا" "Indeed I have handed over something to the rightful." While acceptance is accepting something that is given. As in the sentence القبول الشيء, which means, which is to take something." (Ma'luf, 1986) Imam Abdullah bin Ahmad said from the words of the ijab among the Hanafiyah, that the ijab was the first word that came from one of the two people who had a contract. (Abdullah bin Ahmad, 1997) While kabul is defined as a second utterance expressed from one of the two people who have a contract, in which the lafaz indicates an agreement or willingness to do what has been required of him at the time of consent (Az-Zuhaily, 2006).

Regarding *ijab kabul*, Hanafiyah and Syafi'iyah are still *ikhtilaf* in determining whose speech is pronounced first. Hanafiyah said "Ijab is the first word that arises from the person who performs a contract." (Al-Jaziri, 1990) Imam Abdullah bin Ahmad, a follower of Hanafiyah added, the ijab is the first word that comes from one of the two people who have a contract (al-mu'aqqidain). (Abdullah bin Ahmad, 1997) While lafaz kabul is a second expression spoken by one of the two people who have a contract, which indicates an agreement or willingness to do what has been required/charged to him at the time of consent.

Syafi'iyah and even many other scholars are of the opinion that what is meant by ijab is the statement that comes out of the guardian of the prospective wife, while kabul is the word that comes out of the prospective husband/represents. In the view of the Syafi'iyah scholars, the word of ijab does not have to be the first word that comes out, making it possible for the prospective husband to first issue the word kabul. Contrary to the opinion of Hanafiyah above, if the prospective husband says to the guardian of the prospective wife: "Marry me to your child", then the guardian answers it with: "Yes, I will marry you", then the word of consent is still the word that comes out of the guardian, and kabul lafaz are words that come out of a prospective husband, and such a contract is considered valid. (Present, 2020).

According to Imam Hanafi on the book (Al-Jaziri, 1990), there are five requirements for *shigat* marriage contract, namely: (1) *Ijab* and *kabul* use certain pronunciations (i.e., lafaz *sarih* and *kinayah*), (2) *Ijab* and *kabul* are carried out in one assembly (*ittihād al-majlis*), (3) Conformity of consent and acceptance. (It is not permissible for a male candidate to say: "I accept that the marriage is named Fatimah", while the one whose guardian is marrying is Zainab), (4) Can be heard by two intelligent people, (5) The consent is not limited by time.

According to Imam Syafi'i, there are six conditions for *the marriage* contract, namely: (Al-Khatibi, 2007) (1) *signature* should not be hung by anything, (2) *Ijab Kabul* must not be limited by time, (3) the pronunciation of *tazwij* or *nakaha*, (4) Cannot be separated by a long

separation (must be continued) (5) Conformity between consent and Kabul, (6) Done in one assembly (*ittihād al-majlis*).

Marriage contracts *online*, the Indonesian Ulema Council has not issued a fatwa regarding the law, especially when an epidemic of infectious diseases is hitting. But that does not mean this problem is not discussed at all. It is known that the East Java Nahdlatul Ulama (PWNU) Regional Leader in 2004 said: "*Ijab-kabul in a marriage contract by telephone is not legal, because there is no direct meeting between the parties who hold the marriage contract.*" (Machfudh, 2004). Meanwhile, from the Nahdlatul Ulama of South Sulawesi, Muammar Bakri explained that *online* can be done, if there is certainty from the *ijab* and *kabul* utterers physically and witnesses, and most importantly the pillars and conditions must be met. (Faizal, Marzuki Fathur, & Subhandi Bakhtiar Handar, 2019). Marriage *online* by the Egyptian fatwa institution and the Tarjih Muhammadiyah Institute in Indonesia stipulates that marriage *via video call* is legal. (Muhammadiyah, 2020).

The chairman of the Bengkulu Indonesian Ulema Council and the Head of the Air Manjuntolo-Bengkulu Office of Religious Affairs also once said "Marriage *via video calls* or *online* that are appropriate and meet the requirements, then the law is valid." They responded when interviewed about an *online* on April 3, 2020, between a man in Medan and a woman at KUI Air Manjuntolo-Bengkulu. They are of the view that marriage is in accordance with applicable laws and regulations (in accordance with Law No. 1 of 1974 concerning Marriage and KHI), even though it has not been stipulated/regulated by the competent government. (Bengkulu, 2020).

Like serial marriage cases *online* at the end of 2015, it is necessary to look at *proportionality*. The secretary of the MUI Fatwa Commission, Asrorun Ni'am Sholeh stated in March 2020. " *Online* serial marriages are not necessarily illegal; they can be legal. The essence is not that they are unregistered marriages, they must be separated between religious issues and the intended practice," he. continueddiscussed and deems it necessary to stipulate a fatwa. (Putri, 2020)

In Malaysia, it is known that *online* during the Covid-19 pandemic and have been recognized as valid by the state. That the practice of the marriage case of Noorfahmi Mohd Latib and Syahida Syatirah who got married on April 22, 2020. Noorfahmi (husband) is a medical officer at Tuanku Ja'far Hospital, Seremban. Initially the wedding was planned for March 22, 2020, but it had to be postponed because the Movement Control Government (PKP) to prevent the spread of the Corona virus from spreading. They got married *online*. The groom took place in the Hospital Building where he worked. The bride was in Kajang, Selangor, Malaysia. In this case the Malaysian government justifies and legalizes the legal practice. (Theasianparent.com, 2020)

*Ittihad al-majlis* may end or be disconnected if: (1) The connected communication device has ended or is no longer connected. (2) One of the parties to the contract or both turn away (*i'radl*) from the *ijab* (3) One of the *muta'aqidain* or both changes position, such as sitting and then sleeping. (4) *Sukutun āwilun* (silent for too long) (5) '*Urf* (in a customary contract) is considered terminated (6) If one of the *muta'aqidain* performs other activities, such as eating, unless it is only one bite. (Nuroniya, 2017)

**ITTIHĀD AL-MAJLIS ACCORDING TO HANAFIYAH AND SHAFI'YAH****1. The opinion of the Hanafiyah**

Hanafiyah is of the opinion that *ittihād al-majlis* if it is related to the chapter *al-bay'u* (buying and selling), then *ittihād al-majlis* means *az-zaman* (one time). This means that consent and acceptance must take place at the same time, not at the same time and at different times. (Al-Hanafi, 1982). Requirement *ittihād al-majlis* is regarding the same time between consent and kabul, not the unity of place (*al-makan*). (Az-Zuhaily, 2006) Thus, if the time and place are the same, then the marriage contract is valid. Because the most important thing is one time. Hanafiyah's opinion states that *ittihād al-majlis* means putting forward the word *az-zaman*, which shows the unity of the time of the consent and acceptance, not focusing on the place.

Hanafiyah scholars say that even if the kabul is not pronounced *al-faur*, for example, the prospective husband is silent for a long time before saying the kabul, then the marriage contract is valid, if it is not punctuated by other sentences or activities. (Al-Hanafi, 1982) In contrast to the opinion of Syafi'iyah, the word kabul must be pronounced immediately, (Az-Zuhaily, 2006). Hanafiyah stated that *al-faur* was not a condition for the marriage contract. As Imam Hanafi said:

أ. الفور: ليس شرائط انعقاد

Meaning: "As for *al-faur*: So, it is not a condition for the marriage contract on our side." (Al-Hanafi, 1982)

Imam Hanafi's opinion is in line with Imam Sayid Sabiq in *Fiqhi as-Sunnah*. Imam Sayyid Sabiq said *ittihad al-majlis* is the union of *majlis* for *ijab* and *qabul*, meaning that it is not permissible to break the lafaz between *ijab* and *kabul*. (Sabiq, 1990) Thus, it shows the certainty of the pronunciation which must be in one *majlis*, not in *the al-muaqqidain*.

**2. Syafi'iyah's opinion**

Syafi'iyah requires the marriage contract to be at one time and place. *Shighat* *ijab* and *kabul* must be done *al-faur* (immediately), directly, and not separated by other words. Like wise the opinion of the Maliki school of thought. They give reasons why consent and acceptance must be carried out with correct pronunciation. While speech in the form of a letter (*katabah*), is considered unclear (cryptic), and is considered as lafaz *kinayah*. (Mughniyah, 2010) The condition for one assembly is fulfilled if the prospective husband immediately pronounces *Kabul* after the guardian gives consent. The size of the gap is considered long if it is understood that there are indications that the prospective groom refuses to pronounce the word *kabul*.

Between *Ijab* and *Kabul* cannot be accompanied or interspersed with words that have nothing to do with marriage. Scholars say as *al-faṣl* (separator) between the old consent and *kabul*, even though the speech is one word. (Asy-Shafi'i, 2002) (Al-Haitamy, 2005). The existence of *al-faṣl* is the cause of the disconnect between consent and acceptance, for example the guardian says: "I will marry you to the *fulanah* (my son)." Then, the prospective husband then says "*Alhamdulillah*", I accept the marriage..." So, if there is a pause in the sentence, for example interspersed with a sermon or muqaddimah lecture between consent and acceptance, then the contract becomes invalid (even though this problem persists among the Shafi'iyah). (*ikhtilaf*).

Indications of the existence of *fasl* (separator) for a long duration, it can cancel the marriage contract (if it is short, then it is still valid). The exception is in the case of will marriage, where the guardian does not marry his daughter directly, and declares to the person who was given the will: "Please tell so and so that I will marry my daughter to him." Then for a long time he conveyed it to so and so, then the future husband replied: "I accept the marriage..." This kind of contract is permissible, even if the duration of the answer is long, and even the person who gave the will (guardian) has died. (Al-Jaziri, 1990)

One of the scholars of the Syafi'iyah circles, namely Imam al-Juwainy ash-Syafi'i, stated "When there is a separation between Ijab and Kabul with a long duration of time, because the prospective husband is silent or turns away, the condition This can lead to the termination of the marriage contract, so that the contract is invalid. However, if the separation is only for a short time, then the marriage is still considered valid, because a long duration of time can cause the witness to become unfocused, as if Kabul did not answer the consent." The opinion of one of the Shafi'i schools is in line with the opinion of Imam Malik and his followers. (Rusyd, t.th) "If the marriage contract is in front of two witnesses who can see but in a dark place, then the marriage is invalid, because neither of them can see the two people who are contracting, then he is the same as a blind person." (Asy-Syafi'i A.-D., t, th)

#### ANALYSIS OF *ONLINE* MARRIAGE DURING THE COVID-19 PANDEMIC

Referring to Hanafiyah's perspective on *ittihād al-majlis* marriage *online* legal. Meanwhile, from the perspective of Syafi'iyah, the law is not valid. Both opinions are in a normal context, which is not related to a pandemic. Because if the conditions are not normal, the rules regarding emergency are often used by scholars in determining the law of certain cases. Marriage contracts *online* during the Covid-19 pandemic arises because of serious harm because it affects health, even human life.

The rules on emergency are formulations that are compiled from fiqh issues and are in line with the arguments of *syar'i*. In this case, the benefit of human beings is the main consideration in determining the law. Everything related to humans must consider the benefit of humans. Imam Al-Buti said that *maslahah* is everything that contains benefits, either by achieving or realizing various benefits and pleasures, or by rejecting and maintaining oneself. Like keeping away from various harm and pain, then it deserves to be called *maslahah*. (Al-Buti, 1990)

Emergency is the opposite of benefit. *Maslahat* is the goal of *maqāḍid sharia*. Using it is very urgent as an *arqah* favor of fiqh law. Its application aims to avoid emergencies and follow the benefits. In the hadith of the prophet ﷺ "لا تضرار *"You must not harm yourself and harm others."* That Imam Jalaluddin Abdurrahman in his book *Ma'ali al-Mursalah* interprets the word *arurah* as fading other people for a benefit for the perpetrators of the harm. (Ibrahim, 2019). Another rule states:

الحكم المصلحة الرجة

Meaning: "*The law follows the benefit of the rajih (the strongest).*"

In the book (Yazid, Science of Jurisprudence and Science of Usul Jurisprudence, 2016), the above rules apply to all fields of law, including the jurisprudence of *munakaat*. Then Imam Al-Juwainy harmonized the above rules as follows:

لَنْ النِّكَاحَ لِتَحْصِينَ الزَّوْجَيْنِ فَاحْشَةَ الزَّيْنِ

Meaning: "Indeed marriage is prescribed in order to protect both husband and wife from crime, adultery and various purposes (benefit) lawful, that is, her husband." (Al-Juwainy, t, th)

Marriage *online* is legal according to the Hanafiyah perspective which is determined by qiyas against their opinion about the marriage contract by letter. It is said as follows:

ولو أرسل إليها رسولا وكتب إليها بذلك كتابا ، فقبلت بحضرة شاهدين ، سمعا كلام الرسول وقراءة الكتاب جاز ذلك ، الاتحاد المجلس من حيث المعنى ، لأن كلام الرسول كلام المرسل ، لأنه ينقل عبارة المرسل ، وكذا الكتاب بمنزلة الخطاب من الكاتب .

Meaning: "And if he sends a messenger to a woman and writes a letter, then the woman receives it before the two witnesses, who listens to the messenger's words and hears the reading of the writing (letter), then it is permissible because it is still considered one assembly. Because the words of the messenger are the words that send, because he speaks the language of the one who sent, so writing occupies the speech of the person who wrote the writing." (Al-Hanafi, 1982)

The *fugaha* from the Hanafi school of law punish marriage by letter. Therefore, *online* equated with the law of marriage by letter. As for marriage witnesses, the Hanafi school requires them to see/hear the letter and witness the kabul that is pronounced. (Al-Hanafi, 1982)  
Dikatakan sebagai berikut:

فصل سماع الشاهدين. ومنها سماع الشاهدين كلام المتعاقدين جميعا، حتى لو سمعا كلام أحدهما دون الآخر، أو سمعا أحدهما كلام أحدهما، والآخر كلام الآخر - لا يجوز النكاح، لأن الشهادة - أعني: حضور الشهود - العقد، العقد الإيجاب القبول الم لا الم لا الشهادة الركن، لا الركن.

Meaning: "The article concerns the hearing of two witnesses. And from him, the two witnesses to the marriage must hear all the words (speech) of the two people who have a contract. So, if the witness only hears one person, or hears another from other words, the marriage is not valid. Because the witness is present as a witness as a condition of the pillars of the marriage contract, and the pillars of the contract are consent and acceptance. So, if the witness does not hear from the two people who agree, the testimony is not true in terms of the pillars, because it does not meet the conditions for the pillars (of marriage). (Al-Hanafi, 1982)

Imam Al-Jaziri in his book *Al-Fiqh 'ala Mazahib al-Arba'ah* explains Hanafiyah's opinion about someone who sends a letter to the woman he wants. Then the letter was read in front of a female guardian and two witnesses in one assembly. Then the guardian immediately said Kabul. (Al-Jaziri, 1990), the marriage contract is valid. The reason is that the words of consent in the letter and the answer to the kabul from the guardian are both heard by both witnesses in the same assembly, not at different times. (Al-Khatibi, 2007)

Ibn Nujaim (Hanafiyah scholar) explained on one case that he had put forward. That in the context of the contracting party pronounces consent in one place (*al-makan*), then on the other party pronounces it elsewhere, then the contract is valid. With the condition that *al-*

*mu'aqqidain* (two people in contract) can see their partners and their voices can be heard *clearly* (clearly), even though they are very far apart. (Al-Hanafi Z., 1993)

Syafi'iyah is of the opinion that it is invalid to accept consent through letters (*al-kitabah*). The reason is that the *ijab qabul* is required to use a clear *lafaz*, a *means* clear *sarih lafaz*, clear, real, and firm which is spoken directly by the *muta'aqqidain*. Therefore, Syafi'iyah only accepts *word sarih* in the marriage contract, while Hanafiyah allows *the word sarih* and *kinayah* in the marriage contract, while the letter is categorized as a *kinayah word*. (Mughniyah, 2010). According to them (Syafi'iyah), the issue of *kinayah lafaz* in the marriage contract is not allowed, because the law of origin of sex is forbidden, and becomes lawful with words that indicate certainty/shari'a. Unlike the *muamalah* contract, it is permissible to say *kinayah*. Because the law of *muamalah* origin is permissible, and it is permissible to use *kinayah* words. (Syarifuddin, 2016). *Lafaz kinayah* cannot be used for a marriage contract. (Asy-Syafi, 1996) Apart from these reasons, Syafi'iyah requires consent and acceptance to be done with *al-faur* (immediately), especially Imam Syafi'i and Imam An-Nawawi. dikemukakan oleh Imam Haramain Al-Juwainy asy-Syafi'i:

فان تخلل بين الايجاب والقبول سكوت في زمن متناول، يدل مثله على اعراض القابل أو نسيانه، أو غفلة، أو على اشتغاله بالفكر فيها هو بصدده، فهذا يقطع الايجاب عن القبول. ان ان السكوت لم الم .

Meaning: "So if there is a separation between consent and acceptance with prolonged silence, which indicates turning towards acceptance (acceptance), or forgetting, or neglecting. So, it causes the termination of consent from acceptance. If the grace period is short (short) it will remain silent, then there is nothing wrong with that (legitimate)." (Asy-Syafi'i A.-J., 2002)

Syafi'iyah is of the opinion that the conditions for a witness are not fulfilled if he only hears about the consent but does not see it in person. (Al-Hanafi A.-K., 1982) They explain that the hadith about لا اح لا بولي اهدي ل implies that the presence of two witnesses is a pillar of the marriage contract. If the conditions in these pillars are not met, then the marriage contract is invalid. As it says:

لأنَّ الشَّاهِدَ السَّمْعُ الْبَصَرُ وَالضَّبْطُ. (قَوْلُهُ الضَّبْطُ) أَيِ الْأَلْفَاظِ إِلَى الزَّوْجَةِ كَمَا لَفَظَهُمَا الْأَصْوَاتُ (الرَّوْجُلُ أَعْوَضَ ظِلْمَةً

and *dhabith* (justify). (Statement of the compiler of *wa al-dhabthu*) means the *lafaz* (pronunciation) of the guardian of the bride and groom, then it is not enough to hear the *lafaz* (words) of them both in the dark, because the sound (may contain similarity) " (Al-Bujairomi, t.th)

Therefore, for the validity of the marriage contract, four people are required to attend the marriage contract, this is as explained in the following book of *Kifayatul Akhyar*:

... شَرَطْنِي صِحَّةَ التَّكَاحِ أَرْبَعَةً : وَلِيٍّ وَشَاهِدَيْنِ ل (الاحوال: ٢، الصفة: ٥١)

It means: "... Required on the validity of the marriage contract, the presence of four people, (namely): guardian, prospective husband, and two fair witnesses." (Al -Hish ni, t.th)

## CONCLUSION

This study found that:

1. *Majlis* according to Hanafiyah is *the isim of the age*, which is a word that indicates time. The meaning of *ittihād al-majlis* is one time (*az-zaman*), not one place. Meanwhile, Syafi'iyah defines it as *the isim of time and meal*, so that its meaning is a word that indicates time and place. Thus, the meaning of *ittihād al-majlis* is the unity of time and place.
2. The difference in the meaning of *ittihād al-majlis* marriage laws *online*. According to *Hanafiyah* the law is legal, according to Syafi'iyah the law is invalid. Scholars specify that if it is not possible to have an assembly between the prospective husband and female guardian, then it can be represented by a representative. It is the representative who performs the marriage contract in one place, which is not separate. The appointment of a representative may be by letter or telephone.
3. *Hanafiyah* is of the opinion that marriage is legal with a letter, so the *video call* is earlier *because* it is more convincing. Syafi'iyah argued that she did not base her opinion on certainty. According to Syafi'iyah, the marriage contract through writing is categorized as *lafaz kinayah*. The wetness of the *lafaz kinayah* is not recognized for the marriage contract. The law can also be compared to the use of other media, such as telephone, *video calls*, and so on.
4. The Ministry of Religion as an institution that is delegated the authority to register marriages is guided by an understanding that states that marriages are invalid. Regulations issued by the Director General do not provide an avenue for recording marriages conducted *online*. This is presumably because the majority of Indonesian Muslims the Shafi'i school of thought.

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