



## Assessing the Legitimacy of a Husband's Objection to His Wife's Employment Despite an Employment Clause in the Marriage Contract

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### Introduction

Employment is widely recognized as an essential component of individual dignity and economic security. For women, access to employment is particularly significant because, in the event of divorce, no comprehensive legal mechanism guarantees their long-term financial support. Consequently, many women seek to include an employment clause in the marriage contract, granting them the right to continue working after marriage.

This contractual practice is based on the assumption that, under Islamic jurisprudence and Iranian family law, a husband may ordinarily prevent his wife from engaging in employment under certain circumstances. Since such a contractual clause limits some of the rights ordinarily acquired by the husband through a permanent marriage contract, several jurisprudential questions arise:

- Is such a contractual condition legally and religiously valid so that its fulfillment becomes obligatory?
- Assuming its validity, is it absolute or subject to specific limitations?

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- If the husband has accepted such a condition at the time of marriage, does he entirely lose the right to object to his wife's employment, or may he still oppose her employment under certain circumstances?

The diversity of juristic opinions and the practical significance of this issue justify a systematic re-examination of its legal foundations.

#### *Literature Review*

Several studies have examined women's employment from jurisprudential and legal perspectives. Asadi (2006) analyzed the wife's employment within Islamic jurisprudence and Iranian law, identifying the husband's authority over family affairs and the wife's duty of marital obedience as principal grounds for restricting her employment. Nevertheless, the author considered an employment clause incorporated into the marriage contract to be legally binding.

Eftekhar Jahromi and Davoudi (2011) likewise regarded such contractual clauses as valid and proposed amendments to Article 1117 of the Iranian Civil Code to strengthen women's freedom of employment by limiting judicial restrictions to exceptional circumstances.

Rezaei Far (2019) examined the jurisprudential validity of contractual conditions commonly incorporated into marriage contracts.

The present study differs from previous research in two important respects. First, it distinguishes between women's fundamental human rights and the rights and obligations arising specifically from the marital relationship. Second, it pays greater attention to the legal nature of permanent marriage and the consequences voluntarily accepted by the wife through the



marriage contract, particularly regarding the exclusive allocation of marital rights.

### Methodology

This research adopts a descriptive-analytical approach based on documentary and library sources. Relevant jurisprudential and legal texts concerning the wife's right to employment have been examined and critically analyzed.

### Findings

The study concludes that a contractual condition granting the wife the right to employment after marriage is legally valid because it does not negate the essential legal effects of the marriage contract. Rather, it merely limits certain legal consequences arising from the default implications of the contract. Since the condition is confined to a specified period and does not permanently prohibit a lawful matter, it cannot be regarded as invalid.

Where the husband has accepted such a condition within the marriage contract, he waives his right to object to the wife's employment insofar as that employment may conflict with his ordinary marital rights of sexual enjoyment during the agreed contractual period.

However, if the wife's employment genuinely conflicts with the welfare of the family, the husband remains under a legal and religious obligation to object, notwithstanding the contractual employment clause.

### Conclusion

The wife's contractual right to employment constitutes a **condition requiring the performance of a legal act (sharṭ al-fiʿl)** rather than an automatic transfer of legal authority. The husband's permission to work is itself a juridical act requiring legal expression. By granting such permission, the husband



removes the legal impediment preventing the wife's employment.

If, after marriage, the husband refuses to grant the agreed permission without a valid religious, legal, or customary justification, the wife may request judicial enforcement under Article 237 of the Iranian Civil Code. Should the husband refuse to comply with the court's order, the judge may issue the required authorization pursuant to Article 238. Only where judicial enforcement proves impossible does the wife acquire the right to terminate the contract under Article 239.

In the absence of an employment clause, the husband retains, by virtue of the default implications of the marriage contract, the authority to object whenever the wife's employment conflicts with his marital rights. Conversely, where the right to employment has been expressly stipulated, the legal consequences depend upon the scope of that contractual condition.

If the husband has agreed to a particular occupation at the time of marriage, he may not subsequently object to that specific employment, even if it limits the wife's availability for marital relations, because the obligation to honor contractual conditions prevails. However, should the wife seek employment in a different occupation, she must obtain the husband's permission unless the contract grants her a general right to employment. Where a general employment clause exists, the husband is obliged to consent to any lawful occupation chosen by the wife, provided that it is compatible with the dignity of both spouses and does not undermine the interests of the family.

**Keywords:** employment clause, marriage contract, wife's employment, contractual obligations, Islamic jurisprudence, family law



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