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## CHILDFREE MARRIAGE WITH REGARDS TO ISLAMIC JURISPRUDENCE PRINCIPLES

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**Abstract:** Procreation has been considered the noblest purpose of marriage as it ensures the continuation of human existence on Earth. However, a new trend has emerged among young couples known as “childfree”, where individuals or couples consciously choose not to have children after marriage. This research aims to examine this phenomenon. What is the status of marriage with the condition of being childfree? And how valid is such a contract according to the principles of Islamic jurisprudence (Fiqh)? To achieve these objectives, the researcher employed a qualitative descriptive methodology, using literature review as the primary data collection method, focusing on relevant sources related to the topic. The findings of this study indicate that the condition of being childfree in marriage contradicts the objectives of Islamic law, which emphasize procreation and the preservation of lineage. Making a deliberate decision not to have children without any legitimate reason or physical limitations constitutes an act that exceeds the boundaries set by religious teachings. Moreover, it is considered impermissible to prohibit what Allah has made permissible, which includes having children and preserving lineage. As the condition is invalid, the parties involved in the marriage contract are not obligated to fulfill this requirement, and the marriage contract remains valid.

**Keywords:** *Childfree, Marriage, Qawaid Al-Fiqhiyyah Method*

## INTRODUCTION

In Islam, marriage is a noble practice and a Sunnah of the Prophet with numerous purposes and benefits for every individual. One of the greatest purposes of marriage is to procreate. Procreation holds the utmost importance in marriage because children born out of a lawful union will perpetuate the existence of humanity on Earth. Furthermore, it is through children that the human population, especially the followers of the Prophet Muhammad ﷺ, will increase. In Islam, the Prophet Muhammad ﷺ encouraged his ummah (community) to have many offspring, as mentioned in his saying, “Marry the loving and fertile woman, for I will boast of your abundance [in numbers] before the nations on the Day of Judgment” (An-Nasa’i, 1930). *Wadud* is a woman who deeply loves her husband. As for *Walud*, it refers to being highly fertile or having a productive womb. As narrated by the companion Ma’qil bin Yasar (may Allah be pleased with him), Prophet Muhammad ﷺ said this in response to a man who came to him and said, “I am attracted to a woman who comes from an honorable lineage and holds a high status among people, but she is infertile. Is it permissible for me to marry her?” The Prophet ﷺ prohibited the man from marrying the woman. The man persisted and sought permission for the third time, yet the Prophet ﷺ continued to prohibit him and instead uttered the hadith” (An-Nasa’i, 1930).

The term “childfree” is currently gaining popularity among young couples. The term “childfree” is used to describe an individual or a couple who have decided not to have children after marriage. The decision to be childfree is generally made through mutual awareness and agreement. Numerous studies have discussed the concept of being childfree from various perspectives. In the study “Childfree Problems And Their Solutions From An Islamic Perspective” by Nailis Shofita and friend the authors state that in the Islamic view, a married couple who chooses to be childfree is considered contrary to nature because having children is seen as a blessing and a natural inclination of humanity (Shofita, Nailis, Raushani Azza, Syahrozad Khunaifah, 2021). The article by Abdul Hadi and friend that examines childfree and childless individuals from the perspective of Islamic jurisprudence and Islamic educational outlook (Fadhilah, 2022). The article by Eva Fadhilah discusses childfree from the perspective of Islam (Fadhilah, 2022).

The study by Umam and Akbar examines childfree after marriage: the justice of women's reproductive rights from the perspectives of Masdar Farid Mas’udi and Al-Ghazali (Umam, 2021). The article by Ahmad Fauzan analyzes childfree from the perspective of Islamic civil law (Fauzan, 2022). The thesis of Alda analyzes the concept of childfree from the perspective of family education in Islam. In her study, the author states that parents' failure to provide a sense of security and comfort, along with warmth, to their children can lead to the growth of an individual with numerous worries and deep-rooted fears, even towards the concept of family itself, ultimately resulting in the decision to be childfree. This decision refers to an individual's choice to not have offspring or even reject marriage (Azizah, 2022).

The article by Hadi that explain childfree is decision that is prohibited in Islam if viewed in the science of jurisprudence, because the application of childfree is not based on clear reasons and seems to use reasons related to worldly matters such as career, work, or

the economy. In fact, in the Islamic religion it has been explained that children have many virtues, including doing good deeds, getting blessing in the world and the hereafter, increasing piety, getting intercession, and getting high degrees in heaven. Therefore, as followers of the Prophet Muhammad SAW, they should always follow and practice the teachings of Islam so that they will receive intercession in the final days (Hadi, 2022).

The article by Muntaha that conclude the childfree trend or agreement between husband and wife not to have children after marriage continues to be discussed. Some agree and some don't. Those who agree say that it is the right of every couple with various arguments put forward; Likewise, those who disagree have their own reasons. So what is the origin of childfree law itself? (Muntaha, 2021).

The study above indicates that childfree has been discussed in many times particularly in the view of Fiqh, but there is currently no specific study analyzing marriages with the condition of childfree within the framework of Fiqh principles. This research aims to examine this contract, namely, what is meant by childfree, what is the status of a marriage with the condition of childfree, and how valid this contract from the perspective of Fiqh principles is. These questions are intriguing for investigation. The underlying assumption of this research is that Fiqh principles are considered to contribute to the study of the contract and the validity of marriages with the condition of childfree, as well as the impact that arises from such marriages.

## RESEARCH METHOD

The subject of this research is childfree marriage within the context of fiqhiyyah principles. This study employs the method of literature review (library research) with a fiqhiyyah approach (Efendi, 2021). Sarwono said that library study is the activity of reading several books or references with the aim of getting a more in-depth discussion of a topic or theme. According to Nasir, the definition of library research is a data collection technique by reviewing books, literature, notes and reports related to the problem you want to solve. According to Sugiyono, literature study is a theoretical study, references and other scientific literature related to culture, values and norms that develop in the social situation being studied (Azis, 2023).

The data processing method in this journal is by looking for definitions related to problems then comparing them with current cases, followed by reviewing books related to this research, then analyzing and taking the strongest opinions in these reference books. Therefore, this research is conducted by examining several interrelated sources (Arikunto, 2006). As for the data sources of this research, they are obtained from primary and secondary data (Rahmadi, 2011). The primary data used as a reference or main foundation is the book *Al-Mumtahi' Fil Qawaid Al-Fiqhiyyah*. Meanwhile, the secondary data is obtained from various related literature sources such as books, articles, journals, classical books, and previous studies.

Based on the research focus and objectives, this study is considered qualitative research. The exposition in this research aims to provide descriptive explanations, which

is a characteristic of qualitative research. Qualitative research is intended to understand the phenomenon experienced by research subjects holistically and descriptively to obtain comprehensive and detailed data (Moleong, 2015). This research aims to obtain a comprehensive understanding of childfree marriage and its examination within the framework of fiqhiiyah principles. The data collection technique employed by the researcher is the method of documentation (Iskandar, 2008). Documentation involves reading, analyzing, observing, and describing information regarding the research focus through data related to fiqhiiyah principles that discuss the contract of marriage. Through this document, objective and comprehensive information will be obtained regarding marriage with the condition of being childfree and its examination within fiqhiiyah principles. Those principles are the law is not considered complete except in two matters: the presence of conditions and requirements, as well as the absence of any obstacles.

## **RESULT AND DISCUSSION**

### **Childfree in Literature**

In literal terms, the term “childfree” refers to the condition of an individual being free from children or the absence of children. Some official studies refer to childfree as “Voluntary Childlessness,” which means choosing not to have children willingly) (Gouni, 2022). The term “childfree” itself has been included in several English dictionaries, such as Merriam Webster, which defines it as “used to describe someone who has decided not to have children”; and Collins, which defines it as “having no children; childless, especially by choice,” emphasizing that this term is primarily recognized in American English. Among these three dictionaries, two mention the aspect of “decision” or “choice.” This implies that this condition is not the result of compulsion, physical dysfunction, circumstances, or other factors. Childfree is a conscious life choice made by individuals who opt to live without bearing or having children (Victoria, 2021).

The term “childfree” first appeared in the Merriam Webster English dictionary before 1901, and at that time, the condition was skeptically portrayed as a contemporary phenomenon. According to Dr. Rachel Chrastil in her book “How to Be Childless: A History and Philosophy of Life Without Children,” many inhabitants of England, France, and the Netherlands had been postponing marriage since the 1500s. Approximately 15 to 20 percent of them even chose not to marry at all, with a majority residing in urban areas. During the Victorian era, many married couples opted not to have offspring. Dr. Chrastil notes that they utilized existing contraceptive methods such as sponges and ancient versions of condoms, which were considered to reduce the likelihood of pregnancy, although not as effectively as modern contraception methods (Chrastil, 2019).

In Asian countries like Japan, the childfree lifestyle has been increasingly adopted over the past 20 years. Maeda Masako, a professor of management at Konan University, wrote an article in 2019 discussing the depiction of Japanese society as a childless and aging society. Despite an increase in the registration of childcare services, the birth rate in Japan has sharply declined. The excessive dependence on work, gender-defined roles, and deeply

ingrained perception of child-rearing as an individual responsibility have set Japan on a path towards a childless and aging society (Victoria, 2021).

Maeda mentions Japan as one of the Asian countries experiencing a declining birth rate year after year. This is due to a decrease in household income, which has compelled women to work and support their husbands. Consequently, children are left unattended at home. The government addressed this issue by enhancing childcare facilities for working parents through the implementation of the Angel Plan in 1994. The phenomenon in Japan is not unique worldwide, although the cases vary across countries. In Europe, the common causes of the childfree lifestyle are primarily attributed to societal norms and values. Apart from economic factors, individuals also consider the freedom attained from a childless life. An article on the Population Europe website states that so far, findings have indicated that most young adults in Europe who do not have children do not intend to remain childless, but rather postpone parenthood temporarily. Moreover, there has been no substantial increase in intentional childlessness or the ideal of not having children over the past decade (Kreyenfeld, 2016).

Most of the research conducted so far has associated the delay in becoming parents with the years spent on education, difficulties in balancing work and family life, or the increasing economic uncertainty in Europe. The assumption is that once the barriers to childbirth are removed, fertility rates and childbearing will increase again. Dr. Rachel Chrastil also revealed that approximately 15% of 45-year-old women in the United States do not have children. This means that the perpetrator represents one out of every seven women in America. In countries like Germany and Switzerland, the number of couples without children is much higher, about 1 out of 4 inhabitants (Chrastil, 2019). The above phenomena indicate that the childfree lifestyle originates from economic factors, or the time devoted to education and work during youth. However, existing research suggests that being childfree is primarily driven by a conscious decision to delay pregnancy, and the childfree lifestyle is increasingly recognized and accepted as part of society (Victoria, 2021).

### **The Principles of Islamic Jurisprudence**

The first Jurisprudential Principle: (الأصل في العقود والشروط الجواز والصحة) “In essence, what is stipulated in the contract and required is permissible and valid.” In other words, it can be stated in synonymous terms; (الأصل في العقود الإباحة), (الأصل في الشروط), (الصحة واللزوم) Basically, what is required as a prerequisite in contracts among humans is considered permissible (*mubah*) and valid (*sah*). (Az-Zuhaili, 2006) Imam Ibn Taymiyyah added that these conditions are valid, permissible, not forbidden, and cannot be nullified except by evidence indicating their prohibition and nullification, whether through explicit textual evidence or analogy for those who permit them by analogy (Taimiyyah, 2004).

The evidence for this principle is the general statement of Allah ﷻ, “And the covenant of Allah fulfill” (QS. Al-An'am 152). Imam Qurtubi elucidated that the promise mentioned here is of a general nature, encompassing what Allah ﷻ promises to His servants, as well as the agreements made among human beings. These promises are

anchored in Allah ﷻ as a command to be preserved and fulfilled, as stated in the words of Allah ﷻ: “This has He instructed you that you may remember” (Al-Anshari, 1964). And the word of Allah ﷻ says, “... And fulfill the covenant of Allah when you have taken it, (O believers), and do not break oaths after their confirmation” (QS. An-Nahl 91).

The application of this principle is limited to contracts and conditions that are not explicitly mentioned in the *nash*, both from the Quran and the Sunnah, such as new contracts and conditions that continue to evolve with the changing times and the needs of society. For example, it is permissible for individuals to engage in *muzara'ah*, which is a cooperative agricultural arrangement between the landowner and the cultivator, with a profit-sharing agreement of half, one-third, or any other agreed-upon ratio. This is because the fundamental ruling regarding a contract is permissibility, and there is no evidence that prohibits such a practice (Az-Zuhaili, 2006). Similarly, it is permissible to engage in the buying and selling of various fruits when signs of ripeness are apparent in certain areas or with specific fruits. The prohibition in the *nash* regarding selling fruits before they are ripe should not be interpreted as a general prohibition on all fruits worldwide, but rather as a general statement pertaining to what is contractually agreed upon and stipulated between the seller and the buyer. Therefore, apart from these specific cases, the default ruling remains permissibility (Az-Zuhaili, 2006).

The second Jurisprudential Principle: (الأحكام لا تتم إلا بأمرين: وجود شروطها) “The law is not considered complete except in two matters: the presence of conditions and requirements, as well as the absence of any obstacles” (Al-Musyaiqih, 1444 H). Every law in this Sharia, whether it be a principle or a branch, a fundamental or a derivative, must have its pillars and conditions and be free from anything that obstructs it. If the pillars and conditions are present but there are still obstacles that hinder them, then the law is not valid. An example of this principle is *solat*: In *solat*, there are conditions that must be fulfilled, among which is (*wudu*) ablution. Therefore, whoever prays without ablution, their prayer is not valid (Az-Zamal, 2001).

The third Jurisprudential Principle: (كل شرط يفسد العقد بذكره, يُفسدُه بقصدُه) “Any condition that invalidates a contract through its explicit mention is also invalidated by the mere intention.” In this context, the term “invalidated” refers to what was intended or known by the person. However, if a person's intention cannot be known, then the contract remains valid (Al-Musyaiqih, 1444 H). Examples of this principle can be seen in situations such as when someone purchases grapes with the intention of using them to make alcoholic wine (*khamr*). In this case, the transaction becomes null and void. Similarly, if a person intends to marry a woman for only one month, with the intention of divorcing her afterwards, according to the Hanbali school of thought, this marriage contract is not valid. The intention holds significance equal to that of speech, as based on the saying of the Prophet Muhammad ﷺ: “Verily, actions are judged by intentions” (Bukhari, 1993).

The fourth Jurisprudential Principle: (الشُّرُوطُ الْفَاسِدَةُ تُفْسِدُ الْعُقُودَ) “Invalid Conditions Invalidate the Contract.” The exception to this principle is a sale transaction with a condition of being free from defects or a damaged debt with a good refund. The Hanbali

school of thought holds the opinion that invalid conditions that invalidate the contract are limited to four types of contracts, namely *nikah syighbar* (a form of marriage where two individuals exchange their children in marriage without the presence of a dowry), *nikah mut'ab* (temporary marriage), *nikah tablil* (marriage of a man with a woman who has been divorced by her husband three times, then the woman is married by someone else to make it permissible for her to be remarried to her former husband who divorced her three times), and contracts that require more than one condition (Ibrahim, 2017).

The fifth Jurisprudential Principle: (ما ثبت بالشرع مقدم على ما ثبت بالشرط) “What is established by Sharia takes precedence over what is established by conditions.” Muslim bin Muhammad Ad-Dusari explained in his book *Al-Mumthi' Fil Qawaid Al-Fiqhiyyah* that the term “condition” in this principle has two explanations. (1) The term “condition” in this principle refers to what is required of a person for themselves and what is required of a person towards others. (2) If a contract is established according to Sharia, and then someone imposes a condition that nullifies the objective of the Sharia, then what is valid is what is established by Sharia (Ad-Dusari, 1423 H).

The sixth Jurisprudential Principle: (المعلق بالشرط يجب ثبوته عند ثبوت الشرط) “The stipulated contract (with a condition) must be established when the condition can be fulfilled.” The condition referred to here is a binding condition, which is a condition that binds a legal consequence. Without the fulfillment of that condition, the legal consequence of the contract cannot be enforced. Before the fulfillment of a condition, the law or contract does not exist until those conditions can be fulfilled. An example of this principle is when a husband tells his wife that he will divorce her if she leaves the house without his permission. The divorce in this case is linked to and conditioned upon the wife leaving the house without the husband's permission. If the wife leaves the house without his permission, the divorce takes place. Similarly, if the wife does not leave the house without the husband's permission, the divorce does not occur (Ad-Dusari, 1423 H).

The seventh Jurisprudential Principle: (يلزم مراعاة الشرط بقدر الإمكان) “The condition must be given attention and fulfilled to the best of one's ability.” The condition referred to here is a requirement that is associated with making something that does not exist become existent through the presence of a “*sighab*” valid contract (such as the statement of proposal and acceptance from both parties, either verbally or through actions) specifically. It is obligatory to fulfill conditions that are allowed by Sharia, and it is not obligatory to fulfill conditions that can undermine the contract. Similarly, it is not obligatory to fulfill void conditions. If these void conditions exist in the contract, then they do not need to be fulfilled, and the contract remains valid (Ad-Dusari, 1423 H). An example of a valid condition within this principle is when a person purchases an item and then stipulates to the seller that they should deliver the purchased goods to their vehicle or their home. Such a condition is valid and obligatory to fulfill. On the other hand, an example of a flawed condition within this principle is when a seller sells their item to a buyer but imposes a condition that the buyer must sell another item. Such a condition is flawed and undermines the contract because it is not permissible for someone to combine two contracts within one transaction. As for void conditions within this principle, an

example would be if a seller sells their item with the condition that the buyer cannot conduct any transactions involving that item. In this case, the condition is void, and the buyer is not required to fulfill it, yet the contract remains valid (Ad-Dusari, 1423 H).

The eighth Jurisprudential Principle: (الساقط لا يعود) “Something that has been annulled cannot be reinstated.” The term “annulled” here refers to a law that was already established and then invalidated. This can be done by revoking the obligation of the accountable party or by nullifying the legal provisions associated with it. The phrase “cannot be reinstated” means that the law ceases to exist and there is no way to restore it. Therefore, some muslim scholars describe this principle using the analogy of (الساقط لا يعود) (يعود كما أن المعدوم لا يعود) “Something that is invalidated cannot be restored, just as something that does not exist cannot be brought back.” This means that if someone waives their rights over another person, whether explicitly or implicitly, those rights become invalidated, and they cannot retract them. The invalidation of rights is limited to prerogative rights, which are rights of decision or freedom to choose. Examples of prerogative rights include the right of *khayar* (the right of the seller and buyer to continue or cancel a transaction), the right of *syuf'ah* (the right of a partner to acquire the assets of their partner with a predetermined payment in the contract), the right to file a lawsuit, and similar rights (Ad-Dusari, 1423 H).

### Conditions in Contracts

The muslim scholar of *usul al-fiqh* and jurists divide the conditions in a contract into two categories: *Shar'i* (legally mandated) conditions and *Ja'li* (voluntary) conditions. *Shar'i* conditions are the conditions that are obligated by Islamic law. These conditions are necessary for the validity of a contract. The contract cannot be executed without fulfilling these conditions. On the other hand, *Ja'li* conditions are conditions stipulated by the contracting parties voluntarily to achieve their intended purposes and goals in the contract. They make the contract binding upon the fulfillment of such conditions, similar to someone stipulating divorce by an action (if you do this, then I divorce you) (Az-Zuhaili, TT). The *Ja'li* condition must be fulfilled as long as it does not contradict the textual sources of Sharia. The *Ja'li* condition is bound by the limits set by Sharia. Therefore, it is not permissible for someone to impose a condition according to their own whims and desires. The condition must be in line with the corridors of Sharia and must not invalidate or negate the objectives of Sharia (An-Namlah, 1999).

The recognized condition is a condition that a responsible person (*mukalaf*) is allowed to stipulate and is in line with the objectives of Sharia, without contradicting or nullifying its purpose. For example, stipulating a specific dowry for marriage and so on. Such conditions are valid and in accordance with Sharia. On the other hand, conditions that are not in line with Sharia, and even contradict its objectives, are categorized as invalid conditions. An example would be someone stipulating not to provide financial support to their spouse. A seller who stipulates to the buyer that the purchased goods should not be utilized, and so on. Thus, invalid conditions can be categorized into two types: (1) Valid conditions, which do not negate the purpose of the *nash* and are in accordance with Sharia,



without any textual evidence or proof indicating their invalidity. (2) Invalid conditions, which negate the purpose of the *nash* and have textual evidence or proof indicating their nullity (An-Namlah, 1999).

Generally, conditions are divided into three types: (1) Conditions that align with the evidence (religious texts). Muslim scholars unanimously agree that such conditions are permissible and must be fulfilled. (2) Conditions for which there is no evidence regarding permissibility or prohibition. In principle, these conditions are valid and allowed. (3) Conditions that contradict the evidence and the Sharia (Islamic law). Such conditions are not permitted. There are also conditions that are a consequence of a contract. This means that the Sharia commands someone to fulfill those conditions, even though they are not prerequisites, but rather a consequence of the contract. For example, when someone sells their house or car, it is a consequence of the contract that the buyer is allowed to engage in any type of transaction with the purchased item, even though it is not a prerequisite. Therefore, the seller cannot state or require the buyer not to resell, endow, or donate the purchased item (Az-Zamal, 2001).

Similarly, in the context of marriage, when a man marries a woman, the consequence of that contract is that the husband is allowed to engage in sexual relations with his wife. Therefore, a woman cannot stipulate that her husband is prohibited from having sexual relations with her after marriage, as such a condition contradicts the consequences of a marital contract. Likewise, when a man marries a woman, the consequence of that contract is that the husband is obligated to provide financial support. Therefore, it is not permissible for someone to stipulate that they will not provide financial support to their wife during the contract, as providing financial support to the wife is a consequence of the marriage contract. The majority of muslim scholars, including the Hanafi (As-Sarakhsi, TT), Shafi'i (Hajar, 1983), and Hanbali mazhab (Al-Bahuti, 1993) hold the opinion that if such conditions are imposed, the conditions are void or invalid, while the marriage remains valid. However, the Maliki mazhab of thought holds that the marriage can be annulled or invalidated before consummation, but once it has been consummated, the marriage is valid, and the conditions are considered null and void (Al-Muwafaq, 1994).

Basically, what is required by each spouse in the marriage contract is valid and must be fulfilled, and it should not be neglected. This is based on the saying of the Prophet Muhammad ﷺ: “The conditions that deserve the most to be fulfilled are the conditions that make lawful what is prohibited (in marriage)” (Bukhari, 1993). According to Muhammad bin Salih al-Uthaymeen, the original ruling regarding conditions in any contract is that they are valid unless there is evidence prohibiting them. The evidence for this principle is the general statement of Allah ﷻ: “O you who have believed, fulfill [all] contracts” (QS. Al-Maidah 1). The meaning of a promise here refers to a commitment to Allah to follow His teachings and a commitment to fellow human beings in transactions. And Allah says, “And fulfill [every] commitment. Indeed, the commitment is ever [that about which one will be] questioned” (QS. Al-Isra' 34).

However, Allah ﷻ also reminds His servants not to prohibit something that He has made permissible and not to exceed limits, as stated in the words of Allah ﷻ: “O you who

have believed, do not prohibit the good things which Allah has made lawful to you and do not transgress. Indeed, Allah does not like transgressors” (QS. Al-Maidah 87). In the commentary of At-Tabari, he explains the interpretation of the verse, stating that the verse was revealed regarding someone who claimed that they would never marry, abstain from consuming lawful and wholesome food, and castrate themselves. This verse was revealed as a rebuke to them, emphasizing that such actions are prohibited and go beyond the limits set by Islamic teachings (At-Tabari, TT). The muslim scholars unanimously agree that essentially, conditions that are stipulated among Muslims, and between Muslims and non-Muslims, are valid and must be fulfilled. Just as in the past, the Prophet and his adversaries mutually agreed upon and set conditions between them, and the Prophet fulfilled those conditions and promises (Az-Zumal, 2001). Except for conditions that contradict the Book of Allah, every condition that contradicts the law of Allah is considered null and void (Az-Zumal, 2001). As the saying of the Prophet Muhammad ﷺ goes: “Whoever imposes a specific condition that is not mentioned in the Quran, it is invalid, even if the condition reaches a hundred” (Bukhari, 1993).

Sometimes, a responsible individual (*mukalaf*) may have intentions and objectives that they wish to achieve through the contracts they engage in. If it were not for these intentions, they would not enter into the contract. Therefore, they set conditions in the contract to ensure the realization of their desires and objectives. However, many of these conditions may contradict the purpose and objectives of Sharia (Islamic law). Hence, the position of Sharia is to observe and filter the wisdom and benefits contained within the conditions of the contract. Any condition recognized by Islam is a contract that contains benefits and rights, without infringing upon the rights of others. This is in accordance with the saying of the Prophet Muhammad ﷺ: “The Muslims will be bound by the conditions they have agreed upon, except for a condition that forbids what is permissible or permits what is forbidden” (At-Tirmidzi, 1996).

In Islam, marriage is a noble Sunnah of the Prophet that holds numerous purposes and benefits for every individual. One of the greatest purposes of marriage is to attain progeny. Progeny becomes the foremost objective in marriage because children born out of a lawful union will perpetuate the existence of humanity on Earth. Furthermore, it is the children who will eventually multiply the human population, particularly the followers of Prophet Muhammad ﷺ. In Islam, the Prophet Muhammad ﷺ encouraged his followers to increase their progeny, as stated in his saying: “Marry the loving and fertile women, for I will boast of your abundant numbers (before the other Prophets on the Day of Judgment).” (An-Nasa’i, 1930). *Wadud* is a woman who loves her husband deeply. As for *Walud*, it refers to a woman who gives birth abundantly or has a fertile womb. This is narrated from the companion Ma’qil bin Yasar (may Allah be pleased with him), who reported that the Prophet Muhammad ﷺ said this in response to a man who came to him and said, “I am attracted to a woman who comes from a noble lineage and has a high status in society, but she is infertile. Can I marry her?” The Prophet ﷺ forbade the man from marrying the woman. The man persisted and sought permission for the third time, but the Prophet ﷺ still prohibited him and instead uttered the above-mentioned hadith” (An-Nasa’i, 1930).

The term “childfree” is gaining popularity among young couples nowadays. The term “childfree” refers to the condition of being free from children or the choice to live without having children. The decision or choice not to have children is not due to compulsion, physical abnormalities, circumstances, or other factors. Childfree is a conscious life choice made by individuals who opt to live their lives without giving birth to or having children. Referring to the term and definition of childfree, which signifies a deliberate decision not to have children without any compulsion or physical abnormalities, it indicates that childfree is contrary to the Shariah objective of marriage, which is to procreate and preserve offspring.

Speaking about marriage contracts with the condition of being childfree, the first Fiqh principle states that, in principle, what is included in the contract and stipulated as a condition is permissible and valid if there is no evidence indicating its prohibition. Deliberately denying the presence of children is a deviation from the purpose of marriage. Thus, the existence of evidence promoting procreation indicates that the childfree condition in a marriage contract becomes null and void as it contradicts the objectives of Sharia, namely, to preserve lineage. Choosing not to have children is a manifestation of neglecting lineage. The evidence for this principle is the saying of the Prophet Muhammad ﷺ: “Whoever imposes a specific condition that is not mentioned in the Quran, it is invalid, even if the condition reaches a hundred” (Al-Bukhari, 1422).

Furthermore, in the next Fiqh principle, it has been mentioned that conditions must be given attention and fulfilled to the best of one's ability. It is obligatory to fulfill conditions that are allowed by Sharia, and it is not obligatory to fulfill conditions that can undermine the contract. Similarly, it is not obligatory to fulfill void conditions. If these void conditions exist in the contract, then they do not need to be fulfilled, and the contract remains valid (Ad-Dusari, 1423). The condition of being childfree in marriage is considered a void condition. Since the condition is void, the parties are not required to fulfill that condition, and the marriage contract remains valid.

## CONCLUSION

The results of this study indicate that the condition of being childfree in marriage is an invalid condition. The childfree condition in marriage is a false condition that is not in line with Sharia and contradicts the objectives of Sharia, which are to increase offspring and preserve lineage. Therefore, this condition is categorized as a flawed condition, which negates the purpose of the contract, and there are evidence indicating the invalidity of such a condition. Based on the words of Allah, “O you who have believed, do not prohibit the good things which Allah has made lawful to you and do not transgress ...” (QS. Al-Maidah, 78). The conscious decision to not have children without any valid reasons such as physical impairments or other compelling circumstances indicates that being childfree is an act that goes beyond limits and prohibits something that Allah has made permissible, which is having children and preserving lineage. Since the condition is void, the parties are not obliged to fulfill that condition, and the marriage contract remains valid. The implication of being childfree is that in conditions that make it impossible, such as illness, a husband

and wife can take initiative by adopting a child, but if the reason for being childfree is because they don't want to continue their offspring then this condition violates religious rules that recommend having children.

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