American Public Policy Alliance

Representative Civil Legal Cases Involving Shariah Law

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ILLINOIS

Shaheed Allah, Plaintiff, v. Adella Jordan-Luster, et al., Defendants: Inmate demands Halal-slaughtered meat in prison

United States District Court, C.D. Illinois - August 3, 2007

http://scholar.google.com/scholar_case?case=10507683704817451581

Shaheed Allah, an inmate incarcerated at Pontiac Correctional Center, alleged violations of the First Amendment and the Religious Land Use and Institutionalized Persons Act ("RLUIPA") caused by the Defendants' failure to provide him with a Halal diet.

Allah requested to be provided with a Halal diet. Pontiac Correctional Center claimed it was already in compliance with this dietary requirement as pork and pork by-products are not served at Pontiac. The Plaintiff disagreed that the only dietary restriction for Muslims is the abstinence of pork and pork by-products. Plaintiff requested that the Defendants confer with Aqueel Khan, the Muslim Chaplain, to verify the validity of the Plaintiff's dietary request.

Although he was provided with bread, fruit and vegetables, he asserted that a Halal diet must consist of "meat that has been slaughtered in the manner prescribed by the Sharia."

> **According to Plaintiff, the prescribed method for Halal meat includes keeping the animal "in a humane way prior to slaughter," then slaughtering the animal by "slitting of the throat" while reciting the Qur'an.**

The court found that the Plaintiff has not met his initial hurdle of showing a substantial burden was placed upon his religious beliefs as he admittedly could consume vegetables and grains without violating his faith. Thus, the practice of the Plaintiff's faith was not hindered by the provision of a general prison diet rather than the Halal diet the Plaintiff sought.

Wafra Leasing Corporation, Plaintiff, v. Prime Capital Corporation, et al., Defendants.

United States District Court, N.D. Illinois, Eastern Division - August 30, 2004

http://scholar.google.com/scholar_case?case=1862554034514970966

Prime Capital was a specialty finance company that through its affiliates financed certain equipment leases. Wafra Leasing Corp. invested in Prime Capital securities. Wafra claimed it was the victim of securities fraud and improper auditing.

> **The plaintiff corporation, Wafra, is a wholly owned subsidiary of the Wafra Fund. The sole owners of the Wafra Fund are the Kuwaiti National Security Administration, a branch of the Kuwaiti government, and Aref Investment Group, owned by the Kuwait Public Institution for Social Security and an Islamic bank. Wafra invested in the 1999-A Securitization on May 4, 1999. Wafra's investors sought to comply with Islamic law, or Sharia, which prohibits investors from collecting interest, but allows them to earn money from the ownership and operation of assets.**

Of the multiple counts against Prime Capital individuals, several requests for summary judgments were approved.

LOUISIANA

Amin v. Bakhaty: Louisiana court refuses to enforce Egyptian child custody order

Supreme Court of Louisiana - October 16, 2001

http://www.thenewamerican.com/index.php/usnews/politics/4342-states-take-preemptive-strike-against-shariah

http://scholar.google.com/scholar_case?case=4590415366527786188

In the 2001 custody case of Amin v. Bakhaty, 01-1967 (La.10/16/01), 798 So.2d 75, the defendant (father) Abdelrahman Bakhaty filed an affidavit when he petitioned for a civil warrant stating that by operation of Egyptian law both the temporary guardianship and physical custody of the child rested exclusively with him. Egypt follows Islamic family law, which structures some of the rights between family members based solely on gender. Under the Egyptian concept of "guardianship," the father has the absolute right to the guardianship and the physical custody of the minor child.

Louisiana Supreme Court refused to enforce an Egyptian custody order stating that:

> **The only other forum that could possibly determine custody would be Egypt. However, the Egyptian Court is not compelled to consider the minor child's best interest. [The father] would have the absolute right to guardianship, as well as the right to physical custody. This Court believes that a parent's interest in a relationship with his or her child is a basic human right. The unique circumstances of this case required more consideration for the best interest of this child than for the extension of comity toward the Egyptian/Islamic legal system.**

The court ruled that the child would stay in the custody of the mother, Magda Amin, in Louisiana.

MARYLAND

Aleem vs. Aleem: Maryland's Highest Court Refuses to Recognize Pakistani Shariah Divorce

Court of Appeals of Maryland - May 6, 2008

http://volokh.com/archives/archive_2008_05_04-2008_05_10.shtml#1210196695

http://mdcourts.gov/opinions/coa/2008/108a07.pdf

Farah Aleem filed suit for a limited divorce from her husband, Irfan Aleem in the Circuit Court of Montgomery County, MD. In response her husband, a Pakistani resident of Maryland, tried to divorce her preemptively by entering the Pakistani Embassy in Washington, DC and performing *talaq*, the Shariah-approved way for a man to declare a divorce by simply stating "I divorce thee ..." three times.

The court reasoned that while foreign divorces are generally recognized unless they violate the state's public policy, the sex-discriminatory nature of Islamic divorce law does violate Maryland public policy when the parties are Maryland residents:

> The *talaq* divorce of countries applying Islamic law, unless substantially modified, is contrary to the public policy of this state and we decline to give *talaq*, as it is presented in this case, any comity. The Pakistani statutes providing that property owned by the parties to a marriage, follows title upon the dissolution of the marriage unless there are agreements otherwise, conflicts with the laws of this State where, in the absence of valid agreements otherwise or in the absence of waiver, marital property is subject to fair and equitable division. **Thus the Pakistani statutes are wholly in conflict with the public policy of this State as expressed in our statutes and we shall afford no comity to those Pakistani statutes.**

Hosain v. Malik: Maryland grants custody of child to father over mother in accordance with (Shariah-based) Pakistani law

Court of Special Appeals of Maryland – February 21, 1996

http://www.thenewamerican.com/index.php/usnews/politics/4342-states-take-preemptive-strike-against-shariah

http://scholar.google.com/scholar_case?case=13345154354945640474

In Hosain v. Malik, 108 Md.App. 284, 671 A.2d 988 (Md.1996), a Maryland Court granted comity and enforced a Pakistani custody order turning a child brought to the US by the mother (Joohi Q. Hosain) over to the father (Anwar Malik).

The Maryland Court held that: the burden was on the mother to prove the Pakistani court did not apply law in "substantial conformity with Maryland law" by a preponderance of the evidence; the case was "not about whether Pakistani religion, culture, or legal system is personally offensive to us or whether we share all of the same values, mores and customs, but rather whether the Pakistani courts applied a rule of law, evidence, or procedure so contradictory to Maryland public policy as to undermine the confidence in the trial"; the best interest of the child should not be "determined based on Maryland law, i.e., American cultures and mores," but rather "by applying relevant Pakistani customs, culture and mores**";"a Pakistani court could only determine the best interest of a Pakistani child by an analysis utilizing the customs, culture, religion, and mores of … Pakistan"; "in the Pakistani culture, the well being of the child and the child's proper development is thought to be facilitated by adherence to Islamic teachings"**;

The court recognized the **"longstanding doctrine [of Hazanit1] of one of the world's oldest and largest religions practiced by hundreds of millions of people around the world and in this country, as applied as one factor in the best interest of the child test, is [not] repugnant to Maryland public policy."**

The mother argued that Maryland law was violated because she may have been arrested for adultery if she returned to Pakistan for the custody proceedings and have been subject to "public whipping or death by stoning." The court found this was "not repugnant" to Maryland public policy because such punishments were "extremely unlikely."

MASSACHUSETTS

Rhodes v. ITT Sheraton Corp: Rejection of Saudi Arabia as an Alternate Forum for Resolving a Dispute

Massachusetts Superior Court - 1999

http://volokh.com/2009/08/12/rejection-of-saudi-arabia-as-an-alternate-forum-for-resolving-a-dispute/

The Plaintiff Rhodes was a British citizen on summer break from her university when she visited her parents at their home in Jeddah, Saudi Arabia. On August 23, 1994, she and her sister met two of their friends at the Sheraton Jeddah Hotel and Villas. The resort complex encompassed a beach, a large concrete wharf, a wooden platform or jetty and a lagoon. Coral stretched out from under the jetty and around the edge of the lagoon. The Plaintiff struck her head on this coral when she dove into the lagoon from the jetty. She lay in the water, face

down and unable to move, until she was pulled out and taken to a nearby hospital. The Plaintiff sustained a high level spinal injury and Plaintiff's expert estimated that her medical expenses resulting from the accident would exceed ten million dollars.

Under Massachusetts law a judge may dismiss or stay an action upon finding "that in the interest of substantial justice the action should be heard in another forum." The judge found that Saudi Arabia was not an adequate alternative forum because the **Plaintiff would experience severely restricted rights under the Shariah-based Saudi legal code**:

> The first significant drawback to trial of this case in Saudi Arabia is that **plaintiff would not be permitted to testify**…
>
> Prevailing in Saudi Arabia would be even more difficult for plaintiff in light of the requirement that, "[i]n financial matters, **a party must produce two male witnesses or one male and two female witnesses in order to prove a point**."…
>
> Saudi Arabia does not offer parties the opportunity to be heard by a jury…
>
> … a Saudi forum would deprive plaintiff of basic procedures which she expects to enjoy in a Massachusetts forum.
>
> **Finally, the existence of biases against women and non-Muslims in Saudi Arabia would impose additional disadvantages on plaintiff.** Defendants' expert attributes the differential treatment based on gender and religion to "long-standing, well-known provisions in the law." Although defendants promise to ensure that any recovery by plaintiff in a Saudi court would not be diminished because of her gender and religion, their guarantee cannot insulate plaintiff entirely from the systemic prejudices...

MICHIGAN

Saida Banu Tarikonda v. Bade Saheb Pinjari: Lower court recognizes Shariah divorce law; appeals court overrules

Court of Appeals of Michigan – April 7, 2009

http://www.michbar.org/opinions/appeals/2009/040709/42377.pdf

http://scholar.google.com/scholar_case?case=4294001533062003586

Plaintiff Tarikonda (wife) and defendant Pinjari (husband) are Muslim citizens of India who were married in Hyderabad, India in 2001. The couple resided in Michigan from February 2006 to January 2008, when they separated. Plaintiff remained in Michigan and defendant moved to New Jersey.

The triple talaq is a mechanism for divorce which exists in Sunni Islam. It simply consists of the husband saying the phrase I divorce you (Arabic:talaq) to the wife, three times.

In April 2008, the husband traveled to India and pronounced the following written triple talaq:

> Now this deed witnesses that I the said Bade Pinjari, do hereby divorce Saida Tarikonda, daughter of T. Babu Khan, by pronouncing upon her Divorce/Talaq three times irrevocably and by severing all connections of husband and wife with her forever and for good.
>
> 1. I Divorce thee Saida Tarikonda
> 2. I Divorce thee Saida Tarikonda
> 3. I Divorce thee Saida Tarikonda

In May 2008, the wife filed a complaint for divorce in Michigan. The husband filed a motion to dismiss the complaint pursuant because of the existing Indian divorce. To prove the divorce occurred, he offered a divorce certificate from a Wakf Board in Andhra Pradesh, India. The trial court granted his motion. It instructed the wife to register the Indian divorce in Michigan and file a separate complaint for custody and child support.

On appeal, the wife argues that the trial court erred when it recognized the Indian divorce, because the triple talaq is violative of due process and contrary to public policy. **The court of appeals reversed the previous decision as void and against public policy since it violates due process and equal protection.**

Nabil Taiseer Hassan and Sawsan Hassan v. Eric H. Holder, Jr.: Michigan case cites Shariah courts, documents and marriage certificates

United States Court of Appeals, Sixth Circuit - May 11, 2010.

http://scholar.google.com/scholar_case?case=17900651172709546887

The Petitioners were Nabil Hassan and his wife Sawsan Hassan, both Muslim and self-identified "Palestinians" born and raised in Jerusalem. Nabil Hassan was admitted to the United States in 1995 on an F-24 Immigrant Visa, which is reserved for unmarried children of lawful permanent residents. Hassan qualified for this visa because his mother was living in the United States and had LPR status. Sawsan Hassan entered the United States on the same day as Nabil and was admitted to the country on a Nonimmigrant Tourist Visa. On April 10, 1995, Nabil and Sawsan had a small wedding ceremony at a mosque in Michigan and signed documents to certify their marriage.

On December 29, 1999, Nabil filed an application for naturalization. Daniel Wells of the Immigration and Naturalization Service was assigned to investigate and adjudicate Nabil's application. On July 27, 2000, Officer Wells conducted an in-person interview of Nabil Hassan and became suspicious that Nabil and Sawsan had in fact married sometime before their 1995 entry in the United States. Nabil's naturalization application was denied. On May 23, 2002, the government served Nabil Hassan with a Notice to Appear, alleging that he had married Sawsan before entering the United States which would automatically revoke his visa.

Pursuant to Israeli law, the Shariah courts (and Shariah law) control personal status matters of Muslims residing in Jerusalem. Therefore the evidence in the case was based on Shariah marriage documents

issued by Islamic legal authorities in Jerusalem and whether the couple had "completed" their Shariah marriage via sexual intercourse.

Nabil testified that on February 24, 1995, the families created a written engagement contract, and that a Sharia agent named Nasra helped the families create the document and then file it with the appropriate authorities. **Nabil claimed that he and Sawsan did not finalize (i.e. consummate) their marriage in Jerusalem, however. Instead, they waited until April 10, 1995, when they had their ceremony in the mosque and celebration in Michigan.**

The appeals court noted that the lower court was looking for **"evidence that Petitioners had performed all the steps required for a marriage under Sharia law before they left for the United States."** The lower court found that **"the evidence on the record, when viewed as a whole, compels the contrary conclusion that the government did not offer clear and convincing evidence that Petitioners had completed the steps required for a Muslim marriage under Sharia law before entering the United States."**

The appeals court both affirmed in part and reversed in part the ruling, but ordered that "removal proceedings against Petitioners" be quashed and that they may remain in the United States.

MINNESOTA

Mohamed D. ABD ALLA v. Mohamed MOURSSI: Minnesota man appeals to court regarding decision in Islamic arbitration hearing

Court of Appeals of Minnesota – June 1, 2004

http://scholar.google.com/scholar_case?case=8449493111914467247

In August 2001, Mourssi and respondent Mohamed D. Abd Alla entered into a partnership to manage and acquire restaurants. The partnership was subject to a partnership agreement. The partnership agreement included an arbitration clause, which provides:

> Any dispute, controversy or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be **submitted to and settled by arbitration before the Arbitration Court of an Islamic Mosque located in the State of Minnesota pursuant to the laws of Islam** (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or Federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence, and counsel.

At some point, the partnership acquired the Al-Bustan Restaurant. After purchasing the restaurant, numerous disputes arose between the partners. The parties agreed to arbitrate their difference before an Islamic arbitration committee. In September 2002, the committee issued its decision in favor of Abd Alla against Mourssi.

In April 2003, Abd Alla moved the district court to confirm the arbitration award. On May 14, 2003, Mourssi responded that the court should deny Abd Alla's motion and vacate the arbitration award "on the grounds that it was procured by corruption, fraud or other undue means and that the Committee exceeded its authority." During the hearing Abd Alla argued Mourssi had not timely contested the arbitration award and therefore could not now contest the award. **Mourssi argued that under Islamic law there is no set time for appeal.**

The district court confirmed the arbitration reward and appeals court affirmed their decision under Minn.Stat., ch. 572.

NEW JERSEY

S.D. v. M.J.R.: Man rapes wife and claims Shariah as a defense S.D. v. M.J.R.

Superior Court of New Jersey, Appellate Division - Decided July 23, 2010.

http://www.leagle.com/unsecure/page.htm?shortname=innjco20100723325

Plaintiff S.D. (wife) and defendant M.J.R.(husband) are Muslim citizens of Morocco who were wed in an arranged marriage on July 31, 2008, when plaintiff was seventeen years old. On August 29, 2008, they came to New Jersey as the result of defendant's employment in this country as an accountant.

She describes a continual pattern of abuse culminating on January 22, 2009, when the defendant forced plaintiff to have sex with him while she cried. Plaintiff testified that defendant always told her, **"This is according to our religion. You are my wife, I c[an] do anything to you. The woman, she should submit and do anything I ask her to do."**

While recognizing that defendant had engaged in sexual relations with plaintiff against her expressed wishes in November 2008 and on the night of January 15 to 16, 2009, the judge did not find sexual assault or criminal sexual conduct to have been proven. He stated:

> **This court does not feel that, under the circumstances, that this defendant had a criminal desire to or intent to sexually assault or to sexually contact the plaintiff when he did. The court believes that he was operating under his belief that it is, as the husband, his desire to have sex when and whether he wanted to, was something that was consistent with his practices and it was something that was not prohibited.**

After acknowledging that this was a case in which religious custom clashed with the law, and that under the law, plaintiff had a right to refuse defendant's advances, the judge found that defendant did not act with a criminal intent when he repeatedly insisted upon intercourse, despite plaintiff's contrary wishes.

An appellate court reversed in 2010, writing: **"Defendant's conduct in engaging in nonconsensual sexual intercourse was unquestionably knowing, regardless of his view that his religion permitted him to act as he did."**

The appeals court ruled that the judge was wrong to excuse the Defendant's actions due to his religious beliefs. The appellate court remanded for entry of a restraining order.

Odatalla v Odatalla – Enforcement of Islamic Mahr Agreement
Superior Court of New Jersey, Chancery Div., Passaic County - June 24, 2002

http://scholar.google.com/scholar_case?case=2649501230049632360

This case presented the issue of whether a civil court can enforce the terms of an Islamic Mahr Agreement, and arose in an action brought by the plaintiff for a divorce based upon grounds of extreme cruelty. The Defendant filed an answer and a countercomplaint for divorce also on grounds of extreme cruelty. The plaintiff sought enforcement of the Mahr Agreement contained in the Islamic marriage license.

The court used testimonial evidence from both plaintiff and defendant and an **actual copy of the Islamic marriage license. The videotape of the entire ceremony showed the families sitting on separate couches in the living room negotiating the terms and conditions of the entire Islamic marriage license including those of the Mahr Agreement.** After the negotiations, when a sum of money was determined for the Mahr Agreement, both families went to a table where the Imam began preparing the written Islamic marriage license including the Mahr Agreement. When the Islamic marriage license, including Mahr, was completed, the Imam presented it to each party for their signature. Each party read the entire license and Mahr Agreement and signed the same freely and voluntarily.

The Mahr Agreement, a section of the Islamic marriage license in the lower left portion of the license, read: "According to Islamic Law Dower is: Prompt One golden pound coin, Postponed Ten Thousand U.S. Dollars, Personal conditions___"

The defendant, Zuhair Odatalla, claimed the agreement was not a valid contract under New Jersey law. The court found that the Mahr Agreement is not void simply because it was entered into during an Islamic ceremony of marriage. Rather, enforcement of the secular parts of a written agreement is consistent with the constitutional mandate for a "free exercise" of religious beliefs. The court found that all of the essential elements of a contract were present and ruled that the defendant owed to the plaintiff the sum of $10,000.

Clearly, the Mahr Agreement in the case at bar is nothing more and nothing less than a simple contract between two consenting adults. It does not contravene any statute or interests of society. Rather, the Mahr Agreement continues a custom and tradition that is unique to a certain segment of our current society and is not at war with any public morals.

NEW YORK

Sofyan Ali SALEH, Petitioner,v. UNITED STATES DEPARTMENT OF JUSTICE: Yemeni jailed in US fights deportation on Shariah grounds

United States Court of Appeals, Second Circuit - Decided April 29, 1992.

http://scholar.google.com/scholar_case?case=12533084801905965406

Saleh contended that because he was under a death sentence imposed by an Islamic court in Yemen for a homicide which he committed in the United States that had already resulted in his imprisonment here, he had established a "well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion" within the meaning of 8 U.S.C. § 1101(a)(42) (1988), and thus qualified for asylum and withholding of deportation.

Saleh, a Yemeni citizen, became a permanent resident alien through marriage to a U.S. citizen in 1982. On February 4, 1983, while living in New York City, he shot and killed Abdulla Elhosheshi, another Yemeni national. Saleh pled guilty to first degree manslaughter and commenced serving a sentence of 8 1/3 to 25 years. **Based on the same occurrence, Saleh was also tried and convicted in absentia in Yemen and sentenced to death by a "Sharia" (Islamic) court. Jurisdiction existed because Saleh and the victim were both Yemeni Muslems.**

He submitted a memorandum of law arguing that his Yemeni conviction entitled him to asylum. He argued that he was being persecuted on account of his religion — because he would be punished in Yemen under the **"fanatical interpretation of age old [religious] laws and customs,"** and that he was being persecuted because of his membership in a particular social group — Yemeni Moslems residing outside of Yemen, "upon whom the Islamic authorities in Yemen are attempting to exert their power and control."

Also, under Islamic law, the victim's family could waive the death sentence by electing to receive "blood money" from Saleh in lieu of his execution. In this case, the amount of "blood money" could range from $186,000 to $360,000. Saleh contended that he was being persecuted on account of his membership in the "particular social group" of poor Yemenis who could not afford to pay "blood money" to buy their way out of a death sentence.

On June 5, 1990, the IJ rendered a decision that denied Saleh's applications and ordered his deportation. The IJ concluded that Saleh's conviction in Yemen did not constitute statutory "persecution" because Saleh had simply been "`prosecut[ed] for a common law offense.'"

PEOPLE of the STATE of NEW YORK v. IBRAHIM BEN BENU:

CRIMINAL COURT OF THE CITY OF NEW YORK, KINGS COUNTY - May 13, 1976

Case of forced child marriage following Islam that was voided as against public policy; the father of the child forced into marriage was also acknowledged to be in a polygamous "marriage"

http://ny.findacase.com/research/wfrmDocViewer.aspx/xq/fac.%5CNY%5CNY3%5C1976%5C19760513_0042949.NY.htm/qx

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OHIO

Mohammed Zawahiri v. Raghad Zahar Alwattar: Islamic *Mahr* Agreements in Civil Courts

Court of Appeals of Ohio - July 10, 2008

http://volokh.com/archives/archive_2008_07_13-2008_07_19.shtml#1216332053

Mohammed Zawahiri and Raghad Z. Alwattar were married, in an arranged marriage. The day of the wedding, Zawahiri signed a "mahr" under which he promised to pay his wife $25,000 in the event of divorce.

This case is similar to the *Odatalla v Odatalla* mahr agreement case in New Jersey above.

TENNESSEE

HOSSEIN AGHILI VS. HAMIDEH SABA SAADATNEJADI: Legitimates Polygamy and "expertise" in Islamic Studies

COURT OF APPEALS OF TENNESSEE June 11, 1997

http://www.tsc.state.tn.us/opinions/TCA/PDF/972/aghilih.pdf

This appellate decision dealt with the validity of an Islamic marriage under U.S. law, and the decision acknowledges that Islamic law supports polygamy with up to four wives:

> This appeal involves the validity of an Islamic marriage. Shortly after the marriage, the husband filed suit in the Circuit Court for Davidson County seeking a divorce or, in the alternative, an annulment. After the wife counterclaimed for a divorce, the husband moved for a summary judgment on his annulment claim. The trial court granted the summary judgment, finding that the undisputed evidence demonstrated that the officiant was not qualified to perform the marriage under Islamic law and that the officiant had failed to file the marriage license within the legally prescribed time. The wife takes issue on this appeal with the trial court's conclusion that the marriage was void ab initio. We have determined that the trial court erred and, therefore, reverse the summary judgment.

TEXAS

AMIR AHMED V. AFREEN S. AHMED: Texas Divorce Case; $50,000 Mahr agreement disputed

Court of Appeals of Texas - June 17, 2008

http://scholar.google.com/scholar_case?case=13628678145937799273

MAJORITY OPINION

LESLIE B. YATES, Justice.

In this divorce case, appellant Amir Ahmed appeals from the trial court's order awarding his ex-wife, appellee Afreen S. Ahmed, $50,000 pursuant to an Islamic marriage certificate signed by the parties. We affirm in part and reverse and remand in part.

Amir and Afreen married in a civil ceremony in November 1999. Both are of Indian descent, and both practice the Islamic faith. The marriage was arranged 193*193 between the parties' families. They did not live together until about six months later after their Islamic marriage ceremony in New York on May 21, 2000. As part of this ceremony, the parties signed an Islamic marriage certificate called a "Nikah Nama," which mentions a deferred "Mahr" of $50,000. According to Afreen's trial testimony, a Mahr is an Islamic religious custom whereby the husband contracts to give the wife a sum of money, either at the time of the marriage or deferred in the event of a divorce. On appeal, Amir argues that the trial court erred in enforcing the Mahr because (1) it is not a valid premarital agreement under the Family Code, (2) its terms are too vague and uncertain to be enforced, (3) the evidence is legally and factually insufficient to support the $50,000 award, (4) it is a religious agreement and enforcing it violates the Establishment Clause of the United States Constitution, (5) it

encourages divorce, which is against public policy, and (6) according to **Islamic law**, enforcing a Mahr is inconsistent with an additional division of marital property.

The Court erred when it granted a money judgment in favor of [Afreen] in the amount of $50,000 for a [Mahr] agreement between the parties. Even though the court did not make an express finding, the court erred when it implicitly found that the religious based [Mahr] agreement constitutes an enforceable contract under the laws of Texas and [the] United States. The finding is not supported by evidence, or in the alternative, there is insufficient evidence to support the finding.

Saadallah JABRI and Aida Jabri, Appellants, v. Jamal QADDURA, Appellee: Texas Islamic arbitration court taken into account in divorce case

Court of Appeals of Texas - May 8, 2003

http://scholar.google.com/scholar_case?case=9457607297329156688

http://www.2ndcoa.courts.state.tx.us/opinions/HTMLopinion.asp?OpinionID=14601

Rola Qaddura and Jamal Qaddura were married on September 3, 1993. Previously, on August 28, 1993, they had signed an "Islamic Society of Arlington Islamic Marriage Certificate" which reflects that the 407*407 "dowry for the bride" was: "One-half of the value of the house located at 2206 Gladstone. This is in addition to $40,000 Fourty [sic] Thousand U.S. Dollars the payment of which is deferred."

On October 19, 1999, Rola filed for divorce. She sought sole managing conservatorship of the parties' two children, child support, division of the parties' estate, and enforcement of the terms of the Islamic Marriage Certificate. Rola subsequently sued Jamal's brother, Osama Qaddura, as a third-party defendant, alleging he was engaged in a conspiracy with Jamal whereby Jamal was wrongfully transferring community assets to Osama, including a house on Vesta Via Court.

Jamal filed a counterclaim seeking sole managing conservatorship and child support. He sought a declaration that the Islamic Marriage Certificate was unenforceable because it was induced by Rola by fraud. He also alleged a separate cause of action against Rola for "defamation and false light," in which he sought $250,000 actual damages and $1,000,000 exemplary damages.

Osama filed a counterclaim seeking a declaratory judgment that he is the sole owner of the house on Vesta Via Court (with no right of reimbursement by Rola or Jamal) and of a specific bank account.

On January 18, 2002, Jamal filed a separate suit seeking a protective order against Rola's parents (the children's grandparents), Saadallah Jabri and Aida Jabri, alleging the children had been injured while in their care.

On September 25, 2002, all five parties signed an "Arbitration Agreement" to submit all claims to the TEXAS ISLAMIC COURT, 888 S. Greenville Ave., Suite 188, Richardson, Texas.

Accomodations

- **Deference to Islamist sensibilities in education.** A St. Cloud State student, who was disabled and assisted by a dog, was simply granted credit for a required course when the dog was found to be offensive to the majority of Muslim students at the school location where he was assigned to gain his teaching credit.
  http://www.wnd.com/?pageId=64151
- **A public school with Islamist principles.** The Tarek ibn Ziyad Academy in Minneapolis is a public, magnet school, funded with taxpayer money, that was discovered to mandate prayer on the premises and impose other sharia mandates on its students, such as full coverage uniforms for female students. There is a mosque on campus and a Muslim studies course taught in addition to the regular curriculum, which is essentially mandatory due to the fact that school buses do not leave the campus until the extra course ends each day.
  http://www.startribune.com/local/17406054.html
- **State governments going outside their duty to accommodate sharia.** In Minnesota, the state actively works to sponsor Murabaha financed mortgages, acting as intermediaries when they buy homes from realtors and re-sell them to Muslims at their total, with mortgage interest included, price. It is not within a state's duty to actively participate in the real estate market.
  http://wcco.com/local/islamic.mortgages.minnesota.2.952805.html
- **US medical organization adopts accommodationist stance on FGM.** On April 26, the American Association of Pediatrics revised its 1998 policy on FGM. They replaced "mutilation" with "cutting" and advocated a "compromise" position of "clitoral nicking" be practiced in the United States. Under intense scrutiny from anti-FGM advocates, AAP reversed itself a month later. The WHO has fervently and repeatedly condemned the practice on ethical and medical grounds.
  http://www.who.int/reproductivehealth/publications/fgm/en/index.html
- **Sharia activism in the political system.** In certain parts of Minnesota, politicians directly engage their constituency on a platform advocating Somali Muslim rights and sensibilities. Particularly, Representative Keith Ellison has come to be their national campaigner. It is clear that as a Muslim community with Islamist interests they are attempting to make a voice for themselves within the American legal system. Ellison's strong ties to radical groups is enough to cause great alarm.
  http://www.weeklystandard.com/Content/Public/Articles/000/000/012/764obcsx.asp?page=2
- **Sharia rules for Minneapolis cabbies.** In October of 2006, the issue of sharia incorporation was brought to national attention when Minneapolis-St. Paul airport taxi cab drivers were refusing services to any potential riders who were carrying alcohol. They made an attempt to make a legal right of their refusal of service, going so far as to work with the Metropolitan Airports Commission to make sure that drivers were in no way penalized for this refusal. Only after major public outcry did the MAC back down on proposed solutions that seemed partial to sharia law deference.
  http://www.danielpipes.org/4046/dont-bring-that-booze-into-my-taxi
- **Muslim on trial exempted from strip search**. An imprisoned oncologist, Rafil Dhafir, charged with setting up an unlicensed charity and illegally funneling $4 million to Iraq was allowed to attend his trial without being strip-searched. Dhafir said strip searches were against his Muslim faith.
  http://query.nytimes.com/gst/fullpage.html?res=9C01E1DD133AF93AA25753C1A9629C8B63

- **Teaching jihad in public schools**. "Become a Muslim warrior during the crusades or during an ancient jihad." Thus read the instructions for seventh graders in *Islam: A Simulation of Islamic History and Culture, 610-1100*, a three-week curriculum produced by Interaction Publishers, Inc. In classrooms across the United States, students who follow its directions find themselves fighting mock battles of jihad against "Christian crusaders" and other assorted "infidels." Upon gaining victory, our mock-Muslim warriors "Praise Allah." A lawsuit to stop the program's use in California schools failed in 2003.
  http://www.danielpipes.org/430/become-a-muslim-warrior
- **Proselytizing with taxpayer funds**. In 2002, PBS aired a documentary entitled "Muhammad: Legacy of a Prophet" funded in large part by the Corporation for Public Broadcasting, a private, nonprofit corporation created by Congress that in fiscal 2002 received $350 million in taxpayers' funds. The film treated religious beliefs, such as Muhammad's trip to Heaven, as historical fact, painted Muslim wars as exclusively defensive, and praised Muhammad's treatment of women while ignoring the conditions of women in the Muslim world.
  http://www.danielpipes.org/982/pbs-recruiting-for-islam
- **Muslim-only swim time**. A Seattle pool sets aside time for Muslim women to use the pool by themselves so they could adhere to strict religious restrictions, which require women to be completely covered. The outfit that organizes and pays for the Muslim Sister Swim program is the North Seattle Family Center, a unit of the Children's Home Society, a non-profit that gets most of its money from various government sources. As such, it should strictly comply with non-discrimination guidelines. Nevertheless, the Muslim Sister Swim is open exclusively to Muslims.
  http://www.soundpolitics.com/archives/004929.html
- **Gender-separate classrooms**. In 2005, 60 faculty members from King Abdulaziz University in Saudi Arabia were taking courses at Virginia Tech. Though taking identical courses, the students met in gender-specific classes. Tech officials said administrators from the Saudi university separated the sexes to mirror classroom settings at their home institution, which operates separate campuses for men and women. The university spokesman said Tech chose to respect the Saudi culture "rather than impress our culture on them."
  http://www.roanoke.com/news/roanoke/28903.html
- **Public Univerisites, including University of Michigan and George Mason University, have installed Islamic footbaths in student restrooms. In 2007,** UM-Dearborn announced that it would install $25,000 foot-washing stations in several bathrooms to accommodate a student body that is 10% Muslim. According to the New York Times, "But as a legal and political matter, that solution has not been quite so simple. When word of the plan got out this spring, it created instant controversy, with bloggers going on about the Islamification of the university, students divided on the use of their building-maintenance fees, and tricky legal questions about whether the plan was a legitimate accommodation of students' right to practice their religion or unconstitutional government." http://www.nytimes.com/2007/08/07/world/americas/07iht-muslims.4.7022566.html

- **A community for sharia-practicioners only.** Little Rock, Arkansas's Local Planning Commission has granted the right to zone land for an Islamic community, which will feature a mosque, school, and public calls to prayer. Most importantly, however, the community will ban all alcohol, which is in direct contrast to American law, making this a specifically sharia-abiding community. Although the community is proclaimed as "open to everybody," there is no doubt that it will attract mainly Muslims.
  http://www.danielpipes.org/blog/2004/08/permit-muslim-only-enclaves

- **Restrictions on mail to U.S. military.** Mail sent from United States families to their military relatives serving in foreign countries is often censored, with restrictions to certain codes barring the mailing of pork or pork byproducts, or more jarringly, "religious materials contrary to Islamic faith." http://www.usps.com/cpim/ftp/bulletin/2003/html/pb22097/apofpo.html#0.2.LMRPOZ.NQFEZ8.BZO8BH.H
- **Endorsement of prayer breaks in public schools.** Students at a San Diego elementary school are given 15 minute prayer breaks, and it has been alleged that a school aide often led these prayers. Opponents of the prayer breaks have noted that they feel the school to be endorsing Islam over other faiths, especially when it is considered that no other religious groups are given equal access to prayer leaders such as priests or rabbis. http://legacy.signonsandiego.com/news/metro/20070702-9999-1n2prayer.html
- **An Arab-language institution may promulgate sharia.** In New York, the Khalil Gibran International Academy, was originally pitched as an Arabic-language institution, however, concerns soon arose when it became clear that the group's leadership was known to have radical Islamist ties, and that the majority of the advisory board was composed of local imams. Add to this the fact that much Arab literature has Islamist overtones, and the school runs the risk of being a fully sharia-propagating shop. http://www.danielpipes.org/blog/2007/03/on-new-yorks-khalil-gibran-international
- **Christians arrested for handing out leaflets at Arab festival.** http://the-american-catholic.com/2010/06/24/sharia-in-dearborn/
- **Shariah compliant mortgages in NJ** http://creepingsharia.wordpress.com/2010/06/08/islamic-shariah-based-banking-in-new-jersey/

  http://minnesota.publicradio.org/display/web/2010/07/23/electrolux-eeoc-complaint/

- **Colorado Plant Segregates Prayer Rooms for Muslims** ("JBS, Muslims vow harmony")

  http://www.greeleytribune.com/article/20090821/NEWS/908219988/1001

- Boston Mosque to Broadcast Amplified Call to Prayer Against Previous Assurances

  http://www.solomonia.com/blog/archive/2008/09/boston-mosque-to-broadcast-amplified-cal/index.shtml